

## Online Dispute Resolution (ODR) Rules and Regulations provided by e-lawyerassistance

### Introduction

E-lawyerassistance is a leading network of specialist and experts providing online legal assistance and international dispute resolution services including online mediation and online arbitration.

This booklet contains the rules of online dispute resolution procedures administered by e-lawyerassistance, mainly, the Online Mediation Rules, the Online Arbitration Rules, and the panelists Determination Rules.

E-lawyerassistance Center of online mediation and online arbitration offers clauses, rules and panelists for the following Online Dispute Resolution (ODR) procedures:

**Online Mediation:** An informal procedure in which an online panelist intermediary, the mediator, assists the parties in reaching a settlement of the dispute. (Depending on the parties' choice, mediation may be followed, in the absence of a settlement, by binding/non binding arbitration, or expert determination).

**Online Binding Arbitration:** A binding procedure, in which the dispute is submitted to one or more arbitrators, who make a final decision on the dispute. (Depending on the parties' choice, arbitration may be preceded by mediation).

**Online Non Binding Arbitration:** A non binding procedure in which usually the professional is liable in advance by the final verdict, rendered by the arbitral online tribunal, while the consumer will have the option either to adhere to the decision or to refuse it. If he accepts the decision, it will be final and binding to both parties. (Depending on the parties' choice, arbitration may be preceded by mediation).

**Online Expert Determination:** An informal assessment handled by online neutrals experts, who are usually appointed for their expertise in specific domains and law cases. The online experts/panelists will issue an evaluation, non binding for parties, which can be adopted and executed by mutual consent.

E-lawyerassistance rules and regulations are familiar as particularly appropriate for disputes arising out of national/international commercial transactions, corporate conflicts or relationships involving intellectual property.

In administering disputes, e-lawyerassistance ODR Center provides the following administrative services:

- Assistance to the parties in selecting and appointing the expert (s), mediator, arbitrator(s) if necessary, with or without reference to the Center's panelists database,
- Guidance regarding the application of the relevant procedural rules;
- Liaising between the parties and the arbitral tribunal, mediator or expert with a view to ensuring optimal communications and procedural efficiency;
- Assisting the parties in organizing any other support services that may be needed, such as translation, interpretation or secretarial services;
- Fixing the fees of the panelists, in consultation with parties and the panelists;
- Administering the financial aspects of the proceedings by obtaining a deposit from each party of the estimated costs and paying out of the deposit the fees of the panelists and any other support services or facilities, such as fees for interpreters, where they are required;
- Providing online tools or synchronic/asynchronic means, as may be required to ensure communication and file transferring between the parties and the panelists.

The Center also assists parties to develop dispute resolution schemes (whether for online mediation, online binding/non binding arbitration, online expert determination or another type of procedure or services) tailored to meet their specific commercial circumstances or industry characteristics.

# Online Mediation rules

## Definitions

### Article 1

In these Rules:

"Mediation Agreement" means an agreement by the parties to submit to online mediation all or certain disputes which have arisen or which may arise between them; Online Mediation Agreement may be in the form of a mediation clause in a contract or in the form of a separate contract;

"Mediator" includes a sole mediator or all the mediators where more than one is appointed online;

"E-lawyerassistance" means the institution administrating the entire ODR process between all parties;

"Center" means the e-lawyerassistance Online Mediation Online arbitration Center, a unit of the e-lawyerassistance Bureau.

Words used in the singular include the plural and vice versa, as the context may require.

## Scope of Application of Rules

### Article 2

Where a Mediation Agreement provides for online mediation under the e-lawyerassistance Online Mediation Rules, these Rules shall be deemed to form part of that Mediation Agreement. Unless the parties have agreed otherwise, these Rules as in effect on the date of the commencement of the online mediation shall apply.

## Commencement of the Online Mediation

### Article 3

- (a) A party to a Mediation Agreement that wishes to commence an online mediation shall submit a Request for Online Mediation in writing to the Center at odr@e-lawyerassistance.com. It shall at the same time send a copy of the Request for Online Mediation to the other party.
- (b) The Request for Online Mediation shall contain or be accompanied by:
  - (i) The names, addresses and telephone, telefax, email, skype, msn google talk, facebook user names or other communication references of the parties to the dispute and of the representative of the party filing the Request for Online Mediation;
  - (ii) A copy of the Mediation Agreement;
  - (iii) And a brief statement of the nature of the dispute.

#### **Article 4**

The date of the commencement of the online mediation shall be the date on which the Request for Online Mediation is received by the Center.

#### **Article 5**

The Center shall forthwith inform the parties in writing of the receipt by it of the Request for Online Mediation and of the date of the commencement of the mediation.

### **Appointment of the Mediator**

#### **Article 6**

(a) Unless the parties have agreed themselves in advance on the person of the mediator or on another procedure for appointing the mediator, the mediator shall be appointed by the Center by final decision after consultation with the parties.

(b) The prospective mediator shall, by accepting appointment, be deemed to have undertaken to make available sufficient time to enable the online mediation to be conducted expeditiously.

#### **Article 7**

The mediator shall be neutral, impartial and independent.

### **Representation of Parties and Participation in Meetings**

## **Article 8**

(a) The parties may be represented or assisted in their meetings with the mediator.

(b) Immediately after the appointment of the mediator, the names and addresses of persons authorized formally to represent a party, and the names and positions of the persons who will be attending online meetings of the parties with the mediator on behalf of that party, shall be communicated by that party to the other party, the mediator and the Center.

## **Conduct of the Mediation**

### **Article 9**

The online mediation shall be conducted in the manner agreed by the parties. If, and to the extent that, the parties have not made such agreement, the mediator shall, in accordance with these Rules, determine the manner in which the mediation shall be conducted.

### **Article 10**

Each party shall cooperate in good faith with the mediator to advance the online mediation as expeditiously as possible.

### **Article 11**

The mediator shall be free to communicate separately with a party on the clear understanding that information given at such meetings and in such communications shall not be disclosed to the other party without the express authorization of the party giving the information.

### **Article 12**

(a) As soon as possible after being appointed, the mediator shall, in consultation with the parties, establish a timetable for the submission by each party to the mediator and to the other party of a statement summarizing the background of the dispute, the party's interests and contentions in relation to the dispute and the present status of the dispute, together with such other information and materials as the party considers necessary for the purposes of the online mediation and, in particular, to enable the issues in dispute to be identified.

(b) The mediator may at any time during the online mediation suggest that a party provide such additional information or materials as the mediator deems useful.

(c) Any party may at any time submit to the mediator, for consideration by the mediator only, written information or materials which it considers to be confidential. The mediator shall not, without the written authorization of that party, disclose such information or materials to the other party.

## **Role of the Mediator**

### **Article 13**

(a) The mediator shall promote the settlement of the issues in dispute between the parties in any manner that the mediator believes to be appropriate, but shall have no authority to impose a settlement on the parties.

(b) Where the mediator believes that any issues in dispute between the parties are not susceptible to resolution through online mediation, the mediator may propose, for the consideration of the parties, procedures or means for resolving those issues which the mediator considers are most likely, having regard to the circumstances of the dispute and any business relationship between the parties, to lead to the most efficient, least costly and most productive settlement of those issues. In particular, the mediator may so propose:

- (i) An online expert determination of one or more particular issues;
- (ii) Online binding/non binding arbitration;
- (iii) The submission of last offers of settlement by each party and, in the absence of a settlement through online mediation, online arbitration conducted on the basis of those last offers pursuant to an arbitral procedure in which the mission of the arbitral tribunal is confined to determining which of the last offers shall prevail; or
- (iv) Online binding/non binding arbitration in which the mediator will, with the express consent of the parties, act as sole arbitrator, it being understood that the mediator may, in the arbitral proceedings, take into account information received during the online mediation.

## **Confidentiality**

### **Article 14**

Each person involved in the online mediation, including, in particular, the mediator, the parties and their representatives and advisors, any independent experts and any other persons present during the meetings of the parties with the mediator, shall respect the confidentiality of the mediation and may not, unless otherwise agreed by the parties and the mediator, use or disclose to any outside party any information concerning, or obtained in the course of, the

online mediation. Each such person shall sign an appropriate confidentiality undertaking prior to taking part in the online mediation.

## **Termination of the Mediation**

### **Article 15**

The online mediation shall be terminated:

- (i) By the signing of a settlement agreement by the parties covering any or all of the issues in dispute between the parties;
- (ii) By the decision of the mediator if, in the mediator's judgment, further efforts at mediation are unlikely to lead to a resolution of the dispute; or
- (iii) By a written declaration of a party at any time after the first communication of the parties with the mediator and before the signing of any settlement agreement.

### **Article 16**

(a) Upon the termination of the online mediation, the mediator shall promptly send to the Center a notice in writing that the online mediation is terminated and shall indicate the date on which it terminated, whether or not the online mediation resulted in a settlement of the dispute and, if so, whether the settlement was full or partial. The mediator shall send to the parties a copy of the notice so addressed to the Center.

(b) The Center shall keep the said notice of the mediator confidential and shall not, without the written authorization of the parties, disclose either the existence or the result of the mediation to any person.

(c) The Center may, however, include information concerning the online mediation in any aggregate statistical data that it publishes concerning its activities, provided that such information does not reveal the identity of the parties or enable the particular circumstances of the dispute to be identified.

### **Article 17**

Unless required by a court of law or authorized in writing by the parties, the mediator shall not act in any capacity whatsoever, otherwise than as a mediator, in any pending or future proceedings, whether judicial, arbitral or otherwise, relating to the subject matter of the dispute.

## **Administration Fee**

## **Article 18**

- (a) The Request for Online Mediation shall be subject to the payment to the Center of an administration fee, the amount of which shall be fixed in accordance with the Schedule of Fees applicable on the date of the Request for Online Mediation.
- (b) The administration fee shall not be refundable.
- (c) No action shall be taken by the Center on a Request for Online Mediation until the administration fee has been fully paid.
- (d) If a party who has filed a Request for Online Mediation fails, within 15 days after a second reminder in writing from the Center, to pay the administration fee, it shall be deemed to have withdrawn its Request for Online Mediation.

## **Fees of the Mediator**

### **Article 19**

- (a) The amount and currency of the fees of the mediator and the modalities and timing of their payment shall be fixed by the Center, after consultation with the mediator and the parties.
- (b) The amount of the fees shall, unless the parties and the mediator agree otherwise, be calculated on the basis of the hourly or, if applicable, daily indicative rates set out in the Schedule of Fees applicable on the date of the Request for Online Mediation, taking into account the amount in dispute, the complexity of the subject matter of the dispute and any other relevant circumstances of the case.

## **Deposits**

### **Article 20**

- (a) The Center may, at the time of the appointment of the mediator, require each party to deposit an equal amount as an advance for the costs of the online mediation, including, in particular, the estimated fees of the mediator and the other expenses of the online mediation. The amount of the deposit shall be determined by the Center.
- (b) The Center may require the parties to make supplementary deposits.
- (c) If a party fails, within 15 days after a second reminder in writing from the Center, to pay the required deposit, the online mediation shall be deemed to be terminated. The Center shall, by notice in writing, inform the parties and the mediator accordingly and indicate the date of termination.

(d) After the termination of the online mediation, the Center shall render an accounting to the parties of any deposits made and return any unexpended balance to the parties or require the payment of any amount owing from the parties.

## **Costs**

### **Article 21**

Unless the parties agree otherwise, the administration fee, the fees of the mediator and all other expenses of the mediation, including, in particular, any expenses associated with obtaining expert advice, shall be borne in equal shares by the parties.

## **Exclusion of Liability**

### **Article 22**

Except in respect of deliberate wrongdoing, the mediator, e-lawyerassistance and the Center shall not be liable to any party for any act or omission in connection with any online mediation conducted under these Rules.

## **Waiver of Defamation**

### **Article 23**

The parties and, by accepting appointment, the mediator agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of the mediation shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action.

## **Suspension of Running of Limitation Period under the Statute of Limitations**

### **Article 24**

The parties agree that, to the extent permitted by the applicable law, the running of the limitation period under the Statute of Limitations or an equivalent law shall be suspended in relation to the dispute that is the subject of

the online mediation from the date of the commencement of the mediation until the date of the termination of the mediation.

# Online Arbitration rules

## Definitions

### Article 1

In these Rules:

"Online Arbitration Agreement" means an agreement by the parties to submit to online arbitration (either binding or non binding arbitration) all or certain disputes which have arisen or which may arise between them; an Online Arbitration Agreement may be in the form of an arbitration clause in a contract or in the form of a separate contract;

"Online Binding Arbitration" if the Arbitration Agreement stipulate the term online arbitration only without further specification, it will be considered as online binding arbitration by default. In the online binding arbitration, both parties shall be liable by the online verdict rendered by the tribunal.

"Online non binding Arbitration" shall be stipulated clearly in the Online Arbitration Agreement, and means that only one party is liable by the online verdict rendered online.

"Claimant" means the party initiating an online arbitration;

"Respondent" means the party against which the online arbitration is initiated, as named in the Request for Online Arbitration;

"Tribunal" includes a sole arbitrator or all the arbitrators where more than one is appointed;

"Center" means the e-lawyerassistance Arbitration and Mediation Center.

Words used in the singular include the plural and vice versa, as the context may require.

## Scope of Application of Rules

### Article 2

Where an Online Arbitration Agreement provides for arbitration under the e-lawyerassistance Arbitration Rules, these Rules shall be deemed to form part of that Online Arbitration Agreement and the dispute shall be settled in accordance with these Rules, as in effect on the date of the commencement of the online arbitration, unless the parties have agreed otherwise.

### Article 3

- (a) These Rules shall govern the online arbitration, except that, where any of these Rules is in conflict with a provision of the law applicable to the online arbitration from which the parties cannot derogate, that provision shall prevail.
- (b) The law applicable to the online arbitration shall be determined in accordance with Article 47(b).

## **Notices and Periods of Time**

### **Article 4**

(a) Any notice or other communication that may or is required to be given under these Rules shall be in writing and shall be delivered by email, or transmitted by telefax, or other means of telecommunication that provide a record thereof.

(b) A party's last known residence or place of business shall be a valid address for the purpose of any notice or other communication in the absence of any notification of a change by that party.

Communications may in any event be addressed to a party in the manner stipulated or, failing such a stipulation, according to the practice followed in the course of the dealings between the parties.

(c) For the purpose of determining the date of commencement of a time limit, a notice or other communication shall be deemed to have been received on the day it is delivered or, in the case of telecommunications, transmitted in accordance with paragraphs (a) and (b) of this Article.

(d) For the purpose of determining compliance with a time limit, a notice or other communication shall be deemed to have been sent, made or transmitted if it is dispatched, in accordance with paragraphs (a) and (b) of this Article, prior to or on the day of the expiration of the time limit.

(e) For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice or other communication is received. If the last day of such period is an official holiday or a non business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non business days occurring during the running of the period of time are included in calculating the period.

(f) The parties may agree to reduce or extend the periods of time referred to in Articles 11, 15(b), 16(b), 17(b), 17(c), 18(b), 19(b)(iii), 31(a) and 32(a).

(g) The Center may, at the request of a party or on its own motion, extend the periods of time referred to in Articles 11, 15(b), 16(b), 17(b), 17(c), 18(b), 19(b)(iii), 55(d), 56(e) and 58(e).

## **Documents Required to be Submitted to the Center**

### **Article 5**

(a) Until the notification by the Center of the establishment of the Tribunal, any written statement, notice or other communication required or allowed under these rules shall be submitted by a party to the Center and a copy thereof will at the same time be transmitted to the other party.

(b) Any written statement, notice or other communication sent to the Center shall be sent in a number of copies equal to the number required to provide one copy for each envisaged arbitrator and one copy for each other party and one for the Center.

(c) After the notification by the Center of the establishment of the Tribunal, any written statements, notices or other communications shall be submitted by a party directly to the Tribunal and a copy thereof shall at the same time be supplied by that party to the other party.

(d) The Tribunal shall send to the Center a copy of each order or other decision that it makes.

## **Commencement of the Online Arbitration Request for Online Arbitration**

### **Article 6**

The Claimant shall transmit the Request for online Arbitration (binding or non binding as set in the Online Arbitration Agreement) to the Center and to the Respondent.

### **Article 7**

The date of commencement of the online arbitration shall be the date on which the Request for Online Arbitration is received by the Center.

### **Article 8**

The Center shall inform the Claimant and the Respondent of the receipt by it of the Request for Online Arbitration and of the date of the commencement of the online arbitration.

### **Article 9**

The Request for Online Arbitration shall contain:

(i) A demand that the dispute be referred to online arbitration under the e-lawyerassistance Arbitration Rules;

- (ii) The names, addresses and telephone, telefax, email or other communication references of the parties and of the representative of the Claimant;
- (iii) A copy of the Online Arbitration Agreement and, if applicable, any separate choice-of-law clause;
- (iv) A brief description of the nature and circumstances of the dispute, including an indication of the rights and property involved and the nature of any technology involved;
- (v) A statement of the relief sought and an indication, to the extent possible, of any amount claimed; and
- (vi) Any appointment that is required by, or observations that the Claimant considers useful in connection with, Articles 14 to 19.

### **Article 10**

The Request for Online Arbitration may also be accompanied by the Statement of Claim referred to in Article 31.

### **Answer to the Request**

#### **Article 11**

Within 30 days from the date on which the Respondent receives the Request for Online Arbitration from the Claimant, the Respondent shall address to the Center and to the Claimant an Answer to the Request which shall contain comments on any of the elements in the Request for Online Arbitration and may include indications of any counter-claim or set-off.

#### **Article 12**

If the Claimant has filed a Statement of Claim with the Request for Online Arbitration pursuant to Article 10, the Answer to the Request may also be accompanied by the Statement of Defense referred to in Article 32.

### **Representation**

#### **Article 13**

(a) The parties may be represented by persons of their choice, irrespective of, in particular, nationality or professional qualification. The names, addresses and telephone, telefax, e mail or other communication references of representatives shall be communicated to the Center, the other party and, after its establishment, the Tribunal.

- (b) Each party shall ensure that its representatives have sufficient time available to enable the online arbitration to proceed expeditiously.
- (c) The parties may also be assisted by persons of their choice.

## **Composition and Establishment of the Tribunal Number of Arbitrators**

### **Article 14**

- (a) The Tribunal shall consist of such number of arbitrators as has been agreed by the parties.
- (b) Where the parties have not agreed on the number of arbitrators, the Tribunal shall consist of a sole arbitrator, except where the Center in its discretion determines that, in view of all the circumstances of the case, a Tribunal composed of three members is appropriate.

## **Appointment Pursuant to Procedure Agreed Upon by the Parties**

### **Article 15**

- (a) If the parties have agreed on a procedure for the appointment of the arbitrator or arbitrators other than as envisaged in Articles 16 to 20, that procedure shall be followed. Arbitrators shall be appointed exclusively from the panelist network provided at [www.e-lawyerassistance.com](http://www.e-lawyerassistance.com) unless contrary stipulation by the parties.
- (b) If the Tribunal has not been established pursuant to such procedure within the period of time agreed upon by the parties or, in the absence of such an agreed period of time, within 45 days after the commencement of the online arbitration, the Tribunal shall be established or completed, as the case may be, in accordance with Article 19.

## **Appointment of a Sole Arbitrator**

### **Article 16**

- (a) Where a sole arbitrator is to be appointed and the parties have not agreed on an appointment procedure, the sole arbitrator shall be appointed jointly by the parties.
- (b) If the appointment of the sole arbitrator is not made within the period of time agreed upon by the parties or, in the absence of such an agreed period of

time, within 30 days after the commencement of the online arbitration, the sole arbitrator shall be appointed in accordance with Article 19.

## **Appointment of Three Arbitrators**

### **Article 17**

(a) Where three arbitrators are to be appointed and the parties have not agreed upon an appointment procedure, the arbitrators shall be appointed in accordance with this Article.

(b) The Claimant shall appoint an arbitrator in its Request for Online Arbitration. The Respondent shall appoint an arbitrator within 30 days from the date on which it receives the Request for Online Arbitration.

The two arbitrators thus appointed shall, within 20 days after the appointment of the second arbitrator, appoint a third arbitrator, who shall be the presiding arbitrator.

(c) Notwithstanding paragraph (b), where three arbitrators are to be appointed as a result of the exercise of the discretion of the Center under Article 14(b), the Claimant shall, by notice to the Center and to the Respondent, appoint an arbitrator within 15 days after the receipt by it of notification by the Center that the Tribunal is to be composed of three arbitrators. The Respondent shall appoint an arbitrator within 30 days after the receipt by it of the said notification. The two arbitrators thus appointed shall, within 20 days after the appointment of the second arbitrator, appoint a third arbitrator, who shall be the presiding arbitrator.

(d) If the appointment of any arbitrator is not made within the applicable period of time referred to in the preceding paragraphs, that arbitrator shall be appointed in accordance with Article 19.

## **Appointment of Three Arbitrators in Case of Multiple Claimants or Respondents**

### **Article 18**

(a) Where:

(i) Three arbitrators are to be appointed;

(ii) The parties have not agreed on an appointment procedure; and

(iii) The Request for Online Arbitration names more than one Claimant; the Claimants shall make a joint appointment of an arbitrator in their Request for Online Arbitration. The appointment of the second arbitrator and the presiding

arbitrator shall, subject to paragraph (b) of this Article, take place in accordance with Article 17(b), (c) or (d), as the case may be.

(b) Where:

- (i) Three arbitrators are to be appointed;
- (ii) The parties have not agreed on an appointment procedure; and
- (iii) The Request for Online Arbitration names more than one Respondent; the Respondents shall jointly appoint an arbitrator. If, for whatever reason, the Respondents do not make a joint appointment of an arbitrator within 30 days after receiving the Request for Online Arbitration, any appointment of the arbitrator previously made by the Claimant or Claimants shall be considered void and two arbitrators shall be appointed by the Center. The two arbitrators thus appointed shall, within 30 days after the appointment of the second arbitrator, appoint a third arbitrator, who shall be the presiding arbitrator.

(c) Where:

- (i) Three arbitrators are to be appointed;
- (ii) The parties have agreed upon an appointment procedure; and
- (iii) The Request for Online Arbitration names more than one Claimant or more than one Respondent; paragraphs (a) and (b) of this Article shall, notwithstanding Article 15(a), apply irrespective of any contractual provisions in the Online Arbitration Agreement with respect to the appointment procedure, unless those provisions have expressly excluded the application of this Article.

## **Default Appointment**

### **Article 19**

(a) If a party has failed to appoint an arbitrator as required under Articles 15, 17 or 18, the Center shall, in lieu of that party, forthwith make the appointment.

(b) If the sole or presiding arbitrator has not been appointed as required under Articles 15, 16, 17 or 18, the appointment shall take place in accordance with the following procedure:

(i) The Center shall send to each party an identical list of candidates. The list shall comprise the names of at least three candidates in alphabetical order.

The list shall include or be accompanied by a brief statement of each candidate's qualifications. If the parties have agreed on any particular qualifications, the list shall contain only the names of candidates that satisfy those qualifications.

(ii) Each party shall have the right to delete the name of any candidate or candidates to whose appointment it objects and shall number any remaining candidates in order of preference.

(iii) Each party shall return the marked list to the Center within 20 days after the date on which the list is received by it. Any party failing to return a marked list within that period of time shall be deemed to have assented to all candidates appearing on the list.

(iv) As soon as possible after receipt by it of the lists from the parties, or failing this, after the expiration of the period of time specified in the previous subparagraph, the Center shall, taking into account the preferences and objections expressed by the parties, invite a person from the list to be the sole or presiding arbitrator.

(v) If the lists which have been returned do not show a person who is acceptable as arbitrator to both parties, the Center shall be authorized to appoint the sole or presiding arbitrator. The Center shall similarly be authorized to do so if a person is not able or does not wish to accept the Center's invitation to be the sole or presiding arbitrator, or if there appear to be other reasons precluding that person from being the sole or presiding arbitrator, and there does not remain on the lists a person who is acceptable as arbitrator to both parties.

(c) Notwithstanding the provisions of paragraph (b), the Center shall be authorized to appoint the sole or presiding arbitrator if it determines in its discretion that the procedure described in that paragraph is not appropriate for the case.

## **Running of the Procedure**

### **Article 20**

The online arbitration procedure shall occur online via online means, i.e. videoconferencing, instant messaging, email as the Center judge appropriate according to each case fact and circumstances.

## **Availability, Acceptance and Notification**

### **Article 21**

(a) Each arbitrator shall, by accepting appointment, be deemed to have undertaken to make available sufficient time to enable the arbitration to be conducted and completed expeditiously.

(b) Each prospective arbitrator shall accept appointment in writing and shall communicate such acceptance to the Center.

(c) The Center shall notify the parties of the establishment of the Tribunal.

## **Release from Appointment**

### **Article 22**

At the arbitrator's own request, an arbitrator may be released from appointment as arbitrator either with the consent of the parties or by the Center.

## **Replacement of an Arbitrator**

### **Article 23**

Whenever necessary, a substitute arbitrator shall be appointed pursuant to the procedure provided for in articles 15 to 19 that was applicable to the appointment of the arbitrator being replaced.

### **Article 24**

Whenever a substitute arbitrator is appointed, the Tribunal shall, having regard to any observations of the parties, determine in its sole discretion whether all or part of any prior hearings are to be repeated.

## **Truncated Tribunal**

### **Article 25**

(a) If an arbitrator on a three person Tribunal, though duly notified and without good cause, fails to participate in the work of the Tribunal, the two other arbitrators shall have the power in their sole discretion to continue the arbitration and to make any award, order or other decision, notwithstanding the failure of the third arbitrator to participate. In determining whether to continue the arbitration or to render any award, order or other decision without the participation of an arbitrator, the two other arbitrators shall take into account the stage of the arbitration, the reason, if any, expressed by the third arbitrator for such non participation, and such other matters as they consider appropriate in the circumstances of the case.

(b) In the event that the two other arbitrators determine not to continue the arbitration without the participation of a third arbitrator, the Center shall, on proof satisfactory to it of the failure of the arbitrator to participate in the work of the Tribunal, declare the office vacant, and a substitute arbitrator shall be appointed by the Center in the exercise of the discretion defined in Article 23.

## **Pleas as to the Jurisdiction of the Tribunal**

### **Article 26**

(a) The Tribunal shall have the power to hear and determine objections to its own jurisdiction, including any objections with respect to form, existence, validity or scope of the Online Arbitration Agreement examined pursuant to Article 47(b).

(b) The Tribunal shall have the power to determine the existence or validity of any contract of which the Online Arbitration Agreement forms part or to which it relates.

(c) A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense or, with respect to a counter-claim or a setoff, the Statement of Defense thereto, failing which any such plea shall be barred in the subsequent arbitral proceedings. A plea that the Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The Tribunal may, in either case, admit a later plea if it considers the delay justified.

(d) The Tribunal may rule on a plea referred to in paragraph (c) as a preliminary question or, in its sole discretion, decide on such a plea in the final award.

(e) A plea that the Tribunal lacks jurisdiction shall not preclude the Center from administering the arbitration.

## **Conduct of the Online Arbitration Transmission of the File to the Tribunal**

### **Article 27**

The Center shall transmit the file to each arbitrator as soon as the arbitrator is appointed.

## **General Powers of the Tribunal**

### **Article 28**

(a) Subject to Article 3, the Tribunal may conduct the arbitration in such manner as it considers appropriate.

(b) In all cases, the Tribunal shall ensure that the parties are treated with equality and that each party is given a fair opportunity to present its case.

(c) The Tribunal shall ensure that the arbitral procedure takes place with due expedition. It may, at the request of a party or on its own motion, extend in exceptional cases a period of time fixed by these Rules, by itself or agreed to by

the parties. In urgent cases, such an extension may be granted by the presiding arbitrator alone.

## **Place of Arbitration**

### **Article 29**

- (a) Since the arbitration proceedings are held completely online, then for legal effects the place of arbitration shall be decided by the Tribunal, taking into consideration any observations of the parties and the circumstances of the arbitration, unless otherwise agreed by the parties.
- (b) The Deliberation of the Tribunal shall occur online via electronic means.
- (c) The award shall be deemed to have been made online.

## **Language of Arbitration**

### **Article 30**

- (a) Unless otherwise agreed by the parties, the language of the online arbitration shall be the language of the Online Arbitration Agreement, subject to the power of the Tribunal to determine otherwise, having regard to any observations of the parties and the circumstances of the arbitration.
- (b) The Tribunal may order that any documents submitted in languages other than the language of arbitration be accompanied by a translation in whole or in part into the language of arbitration.

## **Statement of Claim**

### **Article 31**

- (a) Unless the Statement of Claim accompanied the Request for Online Arbitration, the Claimant shall, within 30 days after receipt of notification from the Center of the establishment of the Tribunal, communicate its Statement of Claim to the Respondent and to the Tribunal.
- (b) The Statement of Claim shall contain a comprehensive statement of the facts and legal arguments supporting the claim, including a statement of the relief sought.
- (c) The Statement of Claim shall, to as large an extent as possible, be accompanied by the documentary evidence upon which the Claimant relies, together with a schedule of such documents. Where the documentary evidence

is especially voluminous, the Claimant may add a reference to further documents it is prepared to submit.

## **Statement of Defense**

### **Article 32**

(a) The Respondent shall, within 30 days after receipt of the Statement of Claim or within 30 days after receipt of notification from the Center of the establishment of the Tribunal, whichever occurs later, communicate its Statement of Defense to the Claimant and to the Tribunal.

(b) The Statement of Defense shall reply to the particulars of the Statement of Claim required pursuant to Article 31(b). The Statement of Defense shall be accompanied by the corresponding documentary evidence described in Article 31(c).

(c) Any counter-claim or set-off by the Respondent shall be made or asserted in the Statement of Defense or, in exceptional circumstances, at a later stage in the arbitral proceedings if so determined by the Tribunal.

Any such counter-claim or set-off shall contain the same particulars as those specified in Article 31(b) and (c).

## **Further Written Statements**

### **Article 33**

(a) In the event that a counter-claim or set-off has been made or asserted, the Claimant shall reply to the particulars thereof. Article 32(a) and (b) shall apply mutatis mutandis to such reply.

(b) The Tribunal may, in its discretion, allow or require further written statements.

## **Amendments to Claims or Defense**

### **Article 34**

Subject to any contrary agreement by the parties, a party may amend or supplement its claim, counter-claim, defense or set-off during the course of the arbitral proceedings, unless the Tribunal considers it inappropriate to allow such amendment having regard to its nature or the delay in making it and to the provisions of Article 28(b) and (c).

## **Communication between Parties and Tribunal**

### **Article 35**

All communication, submissions of statements or evidence materials or documents shall be submitted online via electronic means i.e. via emails through the Center. Except as otherwise provided in these Rules or permitted by the Tribunal, no party or anyone acting on its behalf may have any ex parte communication with any arbitrator with respect to any matter of substance relating to the online arbitration, it being understood that nothing in this paragraph shall prohibit ex parte communications which concern matters of a purely organizational nature, such as the online facilities, electronic means, date or time of the hearings.

## **Interim Measures of Protection and Security for Claims and Costs**

### **Article 36**

(a) At the request of a party, the Tribunal may issue any provisional orders or take other interim measures it deems necessary, including injunctions and measures for the conservation of goods which form part of the subject matter in dispute, such as an order for their deposit with a third person or for the sale of perishable goods. The Tribunal may make the granting of such measures subject to appropriate security being furnished by the requesting party.

(b) At the request of a party, the Tribunal may, if it considers it to be required by exceptional circumstances, order the other party to provide security, in a form to be determined by the Tribunal, for the claim or counter-claim, as well as for costs referred to in Article 60.

(c) Measures and orders contemplated under this Article may take the form of an interim award.

(d) A request addressed by a party to a judicial authority for interim measures or for security for the claim or counter-claim, or for the implementation of any such measures or orders granted by the Tribunal, shall not be deemed incompatible with the Online Arbitration Agreement, or deemed to be a waiver of that Agreement.

## **Preparatory Conference**

### **Article 37**

The Tribunal may, in general following the submission of the Statement of Defense, conduct a preparatory conference with the parties for the purpose of organizing and scheduling the subsequent proceedings.

## **Evidence**

### **Article 38**

(a) The Tribunal shall determine the admissibility, relevance, materiality and weight of evidence.

(b) At any time during the online arbitration, the Tribunal may, at the request of a party or on its own motion, order a party to produce such documents or other evidence as it considers necessary or appropriate and may order a party to make available to the Tribunal or to an expert appointed by it or to the other party any property in its possession or control for inspection or testing.

## **Agreed Primers and Models**

### **Article 39**

The Tribunal may, where the parties so agree, determine that they shall jointly provide:

(i) A technical primer setting out the background of the scientific, technical or other specialized information necessary to fully understand the matters in issue; and

(ii) Models, drawings or other materials that the Tribunal or the parties require for reference purposes at any hearing.

## **Disclosure of Trade Secrets and Other Confidential Information**

### **Article 40**

(a) For the purposes of this Article, confidential information shall mean any information, regardless of the medium in which it is expressed, which is:

(i) in the possession of a party;

(ii) not accessible to the public;

(iii) of commercial, financial or industrial significance;

And

(iv) treated as confidential by the party possessing it.

(b) A party invoking the confidentiality of any information it wishes or is required to submit in the online arbitration, including to an expert appointed by the Tribunal, shall make an application to have the information classified as confidential by notice to the Tribunal, with a copy to the other party. Without disclosing the substance of the information, the party shall give in the notice the reasons for which it considers the information confidential.

(c) The Tribunal shall determine whether the information is to be classified as confidential and of such a nature that the absence of special measures of protection in the proceedings would be likely to cause serious harm to the party invoking its confidentiality. If the Tribunal so determines, it shall decide under which conditions and to whom the confidential information may in part or in whole be disclosed and shall require any person to whom the confidential information is to be disclosed to sign an appropriate confidentiality undertaking.

(d) In exceptional circumstances, in lieu of itself determining whether the information is to be classified as confidential and of such nature that the absence of special measures of protection in the proceedings would be likely to cause serious harm to the party invoking its confidentiality, the Tribunal may, at the request of a party or on its own motion and after consultation with the parties, designate a confidentiality advisor who will determine whether the information is to be so classified, and, if so, decide under which conditions and to whom it may in part or in whole be disclosed. Any such confidentiality advisor shall be required to sign an appropriate confidentiality undertaking.

(e) The Tribunal may also, at the request of a party or on its own motion, appoint the confidentiality advisor as an expert in accordance with Article 43 in order to report to it, on the basis of the confidential information, on specific issues designated by the Tribunal without disclosing the confidential information either to the party from whom the confidential information does not originate or to the Tribunal.

## **Online Hearings**

### **Article 41**

(a) If either party so requests, the Tribunal shall hold an online hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral argument or for both. In the absence of a request, the Tribunal shall decide whether to hold such an online hearing or hearings. If no online hearings are held, the proceedings shall be conducted on the basis of documents and other materials alone.

(b) In the event of an online hearing, the Tribunal shall give the parties adequate advance notice of the date, time and communication electronic means thereof.

(c) Unless the parties agree otherwise, all online hearings shall be in private.

(d) The Tribunal shall determine whether and, if so, in what form a record shall be made of any online hearing.

## **Witnesses**

### **Article 42**

(a) Before any online hearing, the Tribunal may require either party to give notice of the identity of witnesses it wishes to call, as well as of the subject matter of their testimony and its relevance to the issues.

(b) The Tribunal has discretion, on the grounds of redundancy and irrelevance, to limit or refuse the appearance of any witness, whether witness of fact or expert witness.

(c) Any witness who gives oral evidence may be questioned, under the control of the Tribunal, by each of the parties via videoconferencing unless decided otherwise by the Tribunal. The Tribunal may put questions at any stage of the examination of the witnesses.

(d) The testimony of witnesses may, either at the choice of a party or as directed by the Tribunal, be submitted in written form, whether by way of signed statements, sworn affidavits or otherwise, in which case the Tribunal may make the admissibility of the testimony conditional upon the witnesses being made available for online oral testimony.

(e) A party shall be responsible for the practical arrangements, cost and availability of any witness it calls.

(f) The Tribunal shall determine whether any witness shall retire during any part of the proceedings, particularly during the testimony of other witnesses.

## **Experts Appointed by the Tribunal**

### **Article 43**

(a) The Tribunal may, after consultation with the parties, appoint one or more independent experts to report to it on specific issues designated by the Tribunal. A copy of the expert's terms of reference, established by the Tribunal, having regard to any observations of the parties, shall be communicated to the parties. Any such expert shall be required to sign an appropriate confidentiality undertaking.

(b) Subject to Article 40, upon receipt of the expert's report, the Tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party may, subject to Article 40, examine any document on which the expert has relied in such a report.

(c) At the request of a party, the parties shall be given the opportunity to question the expert at an online hearing. At this hearing, the parties may present expert witnesses to testify on the points at issue.

(d) The opinion of any expert on the issue or issues submitted to the expert shall be subject to the Tribunal's power of assessment of those issues in the context of all the circumstances of the case, unless the parties have agreed that the expert's determination shall be conclusive in respect of any specific issue.

## **Default**

### **Article 44**

(a) If the Claimant, without showing good cause, fails to submit its Statement of Claim in accordance with Article 31, the Tribunal shall terminate the proceedings.

(b) If the Respondent, without showing good cause, fails to submit its Statement of Defense in accordance with Article 32, the Tribunal may nevertheless proceed with the arbitration and make the award.

(c) The Tribunal may also proceed with the arbitration and make the award if a party, without showing good cause, fails to avail itself of the opportunity to present its case within the period of time determined by the Tribunal.

(d) If a party, without showing good cause, fails to comply with any provision of, or requirement under, these Rules or any direction given by the Tribunal, the Tribunal may draw the inferences there from that it considers appropriate.

## **Closure of Proceedings**

### **Article 45**

(a) The Tribunal shall declare the proceedings closed when it is satisfied that the parties have had adequate opportunity to present submissions and evidence.

(b) The Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to re-open the proceedings it declared to be closed at any time before the award is made.

## **Waiver**

### **Article 46**

A party which knows that any provision of, or requirement under, these Rules, or any direction given by the Tribunal, has not been complied with, and yet proceeds with the arbitration without promptly recording an objection to such non compliance, shall be deemed to have waived its right to object.

## **Awards and Other Decisions**

### **Laws Applicable to the Substance of the Dispute, the Online Arbitration and the Online Arbitration Agreement**

#### **Article 47**

(a) The Tribunal shall decide the substance of the dispute in accordance with the law or rules of law chosen by the parties. Any designation of the law of a given State shall be construed, unless otherwise expressed, as directly referring to the substantive law of that State and not to its conflict of laws rules. Failing a choice by the parties, the Tribunal shall apply the law or rules of law that it determines to be appropriate. In all cases, the Tribunal shall decide having due regard to the terms of any relevant contract and taking into account applicable trade usages. The Tribunal may decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized it to do so.

(b) The law applicable to the arbitration shall be the arbitration law chosen by the parties on condition that such agreement is permitted by the law of the place of arbitration. Failure to determine the arbitration law, the Tribunal shall apply the law that it determines to be appropriate.

(c) An Online Arbitration Agreement shall be regarded as effective if it conforms to the requirements concerning form, existence, validity and scope of either the law or rules of law applicable in accordance with paragraph (a), or the law applicable in accordance with paragraph (b).

## **Currency and Interest**

### **Article 48**

(a) Monetary amounts in the award may be expressed in any currency.

(b) The Tribunal may award simple or compound interest to be paid by a party on any sum awarded against that party. It shall be free to determine the interest

at such rates as it considers to be appropriate, without being bound by legal rates of interest, and shall be free to determine the period for which the interest shall be paid.

## **Decision-Making**

### **Article 49**

Unless the parties have agreed otherwise, where there is more than one arbitrator, any award, order or other decision of the Tribunal shall be made by a majority. In the absence of a majority, the presiding arbitrator shall make the award, order or other decision as if acting as sole arbitrator.

## **Form and Notification of Awards**

### **Article 50**

(a) The Tribunal may make preliminary, interim, interlocutory, partial or final awards.

(b) The award shall be in writing and shall state the date on which it was made, as well as the place of arbitration in accordance with Article 29(a).

(c) The award shall state the reasons on which it is based, unless the parties have agreed that no reasons should be stated and the law applicable to the online arbitration does not require the statement of such reasons.

(d) The award shall be signed by the arbitrator or arbitrators. The signature of the award by a majority of the arbitrators, or, in the case of Article 49, second sentence, by the presiding arbitrator, shall be sufficient.

Where an arbitrator fails to sign, the award shall state the reason for the absence of the signature.

(e) The Tribunal may consult the Center with regard to matters of form, particularly to ensure the enforceability of the award.

(f) The award shall be communicated by the Tribunal to the Center in a number of originals sufficient to provide one for each party, the arbitrator or arbitrators and the Center. The Center shall formally communicate an original of the award to each party and the arbitrator or arbitrators.

(g) At the request of a party, the Center shall provide it, at cost, with a copy of the award certified by the Center. A copy so certified shall be deemed to comply with the requirements of Article IV(1)(a) of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, June 10, 1958.

## **Time Period for Delivery of the Final Award**

### **Article 51**

(a) The online arbitration should, wherever reasonably possible, be heard and the proceedings declared closed within not more than nine months after either the delivery of the Statement of Defense or the establishment of the Tribunal, whichever event occurs later. The final award should, wherever reasonably possible, be made within three months thereafter.

(b) If the proceedings are not declared closed within the period of time specified in paragraph (a), the Tribunal shall send the Center a status report on the arbitration, with a copy to each party. It shall send a further status report to the Center, and a copy to each party, at the end of each ensuing period of three months during which the proceedings have not been declared closed.

(c) If the final award is not made within three months after the closure of the proceedings, the Tribunal shall send the Center a written explanation for the delay, with a copy to each party. It shall send a further explanation, and a copy to each party, at the end of each ensuing period of one month until the final award is made.

## **Effect of Award**

### **Article 52**

(a) By agreeing to online arbitration under these Rules, the parties undertake to carry out the award without delay, and waive their right to any form of appeal or recourse to a court of law or other judicial authority, insofar as such waiver may validly be made under the applicable law.

(b) The award shall be effective and binding on the parties as from the date it is communicated by the Center pursuant to Article 50(f), second sentence.

## **Settlement or Other Grounds for Termination**

### **Article 53**

(a) The Tribunal may suggest that the parties explore settlement at such times as the Tribunal may deem appropriate.

(b) If, before the award is made, the parties agree on a settlement of the dispute, the Tribunal shall terminate the online arbitration and, if requested

jointly by the parties, record the settlement in the form of a consent award. The Tribunal shall not be obliged to give reasons for such an award.

(c) If, before the award is made, the continuation of the online arbitration becomes unnecessary or impossible for any reason not mentioned in paragraph (b), the Tribunal shall inform the parties of its intention to terminate the online arbitration. The Tribunal shall have the power to issue such an order terminating the online arbitration, unless a party raises justifiable grounds for objection within a period of time to be determined by the Tribunal.

(d) The consent award or the order for termination of the online arbitration shall be signed by the arbitrator or arbitrators in accordance with Article 50(d) and shall be communicated by the Tribunal to the Center in a number of originals sufficient to provide one for each party, the arbitrator or arbitrators and the Center. The Center shall formally communicate an original of the consent award or the order for termination to each party and the arbitrator or arbitrators.

## **Correction of the Award and Additional Award**

### **Article 54**

(a) Within 30 days after receipt of the award, a party may, by notice to the Tribunal, with a copy to the Center and the other party, request the Tribunal to correct in the award any clerical, typographical or computational errors. If the Tribunal considers the request to be justified, it shall make the correction within 30 days after receipt of the request. Any correction, which shall take the form of a separate memorandum, signed by the Tribunal in accordance with Article 50(d), shall become part of the award.

(b) The Tribunal may correct any error of the type referred to in paragraph (a) on its own initiative within 30 days after the date of the award.

(c) A party may, within 30 days after receipt of the award, by notice to the Tribunal, with a copy to the Center and the other party, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. Before deciding on the request, the Tribunal shall give the parties an opportunity to be heard.

If the Tribunal considers the request to be justified, it shall, wherever reasonably possible, make the additional award within 60 days of receipt of the request.

## **Fees and Costs**

### **Fees of the Center**

## Article 55

- (a) The Request for Online Arbitration shall be subject to the payment to the Center of a non-refundable registration fee. The amount of the registration fee shall be fixed in the Schedule of Fees applicable on the date on which the Request for Online Arbitration is received by the Center.
- (b) Any counter-claim by a Respondent shall be subject to the payment to the Center of a non-refundable registration fee. The amount of the registration fee shall be fixed in the Schedule of Fees applicable on the date on which the Request for Online Arbitration is received by the Center.
- (c) No action shall be taken by the Center on a Request for Online Arbitration or counter-claim until the registration fee has been paid.
- (d) If a Claimant or Respondent fails, within 15 days after a second reminder in writing from the Center, to pay the registration fee, it shall be deemed to have withdrawn its Request for Online Arbitration or counter-claim, as the case may be.

## Article 56

- (a) An administration fee shall be payable by the Claimant to the Center within 30 days after the Claimant has received notification from the Center of the amount to be paid.
- (b) In the case of a counter-claim, an administration fee shall also be payable by the Respondent to the Center within 30 days after the Respondent has received notification from the Center of the amount to be paid.
- (c) The amount of the administration fee shall be calculated in accordance with the Schedule of Fees applicable on the date of commencement of the online arbitration.
- (d) Where a claim or counter-claim is increased, the amount of the administration fee may be increased in accordance with the Schedule of Fees applicable under paragraph (c), and the increased amount shall be payable by the Claimant or the Respondent, as the case may be.
- (e) If a party fails, within 15 days after a second reminder in writing from the Center, to pay any administration fee due, it shall be deemed to have withdrawn its claim or counter-claim, or its increase in claim or counter-claim, as the case may be.
- (f) The Tribunal shall, in a timely manner, inform the Center of the amount of the claim and any counterclaim, as well as any increase thereof.

## Fees of the Arbitrators

## **Article 57**

The amount and currency of the fees of the arbitrators and the modalities and timing of their payment shall be fixed by the Center, after consultation with the arbitrators and the parties, in accordance with the Schedule of Fees applicable on the date on which the Request for Online Arbitration is received by the Center.

## **Deposits**

### **Article 58**

(a) Upon receipt of notification from the Center of the establishment of the Tribunal, the Claimant and the Respondent shall each deposit an equal amount as an advance for the costs of online arbitration referred to in Article 59. The amount of the deposit shall be determined by the Center.

(b) In the course of the online arbitration, the Center may require that the parties make supplementary deposits.

(c) If the required deposits are not paid in full within 30 days after receipt of the corresponding notification, the Center shall so inform the parties in order that one or other of them may make the required payment.

(d) Where the amount of the counter-claim greatly exceeds the amount of the claim or involves the examination of significantly different matters, or where it otherwise appears appropriate in the circumstances, the Center in its discretion may establish two separate deposits on account of claim and counter-claim. If separate deposits are established, the totality of the deposit on account of claim shall be paid by the Claimant and the totality of the deposit on account of counter-claim shall be paid by the Respondent.

(e) If a party fails, within 15 days after a second reminder in writing from the Center, to pay the required deposit, it shall be deemed to have withdrawn the relevant claim or counter-claim.

(f) After the award has been made, the Center shall, in accordance with the award, render an accounting to the parties of the deposits received and return any unexpended balance to the parties or require the payment of any amount owing from the parties.

## **Award of Costs of Online Arbitration**

### **Article 59**

(a) In its award, the Tribunal shall fix the costs of online arbitration, which shall consist of:

- (i) The arbitrators' fees;
  - (ii) The costs of expert advice and such other assistance required by the Tribunal pursuant to these Rules; and
  - (iii) Such other expenses as are necessary for the conduct of the online arbitration proceedings, such as the cost of communication and hearing facilities.
- (b) The aforementioned costs shall, as far as possible, be debited from the deposits required under Article 58.
- (c) The Tribunal shall, subject to any agreement of the parties, apportion the costs of online arbitration and the registration and administration fees of the Center between the parties in the light of all the circumstances and the outcome of the online arbitration.

## **Award of Costs Incurred by a Party**

### **Article 60**

In its award, the Tribunal may, subject to any contrary agreement by the parties and in the light of all the circumstances and the outcome of the online arbitration, order a party to pay the whole or part of reasonable expenses incurred by the other party in presenting its case, including those incurred for legal representatives and witnesses.

## **Confidentiality of the Existence of the Online Arbitration**

### **Article 61**

(a) Except to the extent necessary in connection with a court challenge to the online arbitration or an action for enforcement of an award, no information concerning the existence of an online arbitration may be unilaterally disclosed by a party to any third party unless it is required to do so by law or by a competent regulatory body, and then only:

- (i) By disclosing no more than what is legally required; and
- (ii) By furnishing to the Tribunal and to the other party, if the disclosure takes place during the online arbitration or to the other party alone, if the disclosure takes place after the termination of the online arbitration, details of the disclosure and an explanation of the reason for it.

(b) Notwithstanding paragraph (a), a party may disclose to a third party the names of the parties to the online arbitration and the relief requested for the purpose of satisfying any obligation of good faith or candor owed to that third party.

## **Confidentiality of Disclosures Made During the Online Arbitration**

### **Article 62**

(a) In addition to any specific measures that may be available under Article 40, any documentary or other evidence given by a party or a witness in the online arbitration shall be treated as confidential and, to the extent that such evidence describes information that is not in the public domain, shall not be used or disclosed to any third party by a party whose access to that information arises exclusively as a result of its participation in the online arbitration for any purpose without the consent of the parties or order of a court having jurisdiction.

(b) For the purposes of this Article, a witness called by a party shall not be considered to be a third party. To the extent that a witness is given access to evidence or other information obtained in the online arbitration in order to prepare the witness's testimony, the party calling such witness shall be responsible for the maintenance by the witness of the same degree of confidentiality as that required of the party.

## **Confidentiality of the Award**

### **Article 63**

The award shall be treated as confidential by the parties and may only be disclosed to a third party if and to the extent that:

- (i) The parties consent; or
- (ii) It falls into the public domain as a result of an action before a national court or other competent authority; or
- (iii) It must be disclosed in order to comply with a legal requirement imposed on a party or in order to establish or protect a party's legal rights against a third party.

## **Maintenance of Confidentiality by the Center and Arbitrator**

### **Article 64**

(a) Unless the parties agree otherwise, the Center and the arbitrator shall maintain the confidentiality of the online arbitration, the award and, to the extent that they describe information that is not in the public domain, any documentary or other evidence disclosed during the online arbitration, except

to the extent necessary in connection with a court action relating to the award, or as otherwise required by law.

(b) Notwithstanding paragraph (a), the Center may include information concerning the online arbitration in any aggregate statistical data that it publishes concerning its activities, provided that such information does not enable the parties or the particular circumstances of the dispute to be identified.

## **Exclusion of Liability**

### **Article 65**

Except in respect of deliberate wrongdoing, the arbitrator or arbitrators, e-lawyerassistance and the Center shall not be liable to a party for any act or omission in connection with the online arbitration.

## **Waiver of Defamation**

### **Article 66**

The parties and, by acceptance of appointment, the arbitrator agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of the online arbitration shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action.

