



ONLINE  
ARBITRATION  
COURT

Arbitration Rules  
of the

**Online  
Arbitration  
Court**

# Arbitration Rules of the Online Arbitration Court



## Chapter I

### Preliminary Provisions

#### § 1 Arbitration Court

1. These Rules regulate proceedings before the Online Arbitration Court of Online Arbitration S.A.
2. The seat of the Court is Wrocław.
3. The internal organization of the Court is specified by its Statute.
4. These Rules may be amended by the Arbitration Board in accordance with the procedure specified in the Statute.

#### § 2 Defined Terms

The terms used in these Rules shall have the following meanings:

- a) Administrator - Online Arbitration S.A. with its registered office in Wrocław, registered by the District Court for Wrocław-Fabryczna, VI Commercial Division of the National Court Register, KRS No. 0000540734, NIP No. 8971803496, share capital PLN 250,000 paid-up in full,
- b) Court - the Online Arbitration Court of Online Arbitration S.A. with its registered office in Wrocław,
- c) Application - the software available via the Internet at [www.oacourt.com](http://www.oacourt.com), used for conducting arbitration proceedings before the Court,
- d) Party - a User participating in arbitration proceedings before the Court as a Claimant or Respondent,
- e) Arbitrator selection - selection of the Presiding Arbitrator by the Parties or Co-Arbitrator by a Party or drawing of an Arbitrator in the place of a current one, in accordance with these Rules,
- f) Arbitral Tribunal - the Arbitrator or Arbitrators designated for resolving the dispute in accordance with these Rules,

- g) Presiding Arbitrator - the Arbitrator heading the Arbitral Tribunal of three persons or the sole Arbitrator in case of the Arbitral Tribunal consisting of one person,
- h) User - the person who has concluded an agreement for provision of electronic services by the Administrator,
- i) User account - a personalized part of the Application, the access to which is password-protected. A User account is used to perform activities in proceedings before the Court, in particular:
- storage of the information on the pending and finished cases, in which the User is a Party or an attorney,
  - collection by the User of the pleadings, motions of the opposing Party and orders from the Arbitral Tribunal, delivered to him/her via the Application,
  - submission by the User of pleadings and motions, and undertaking of other activities specified in these Rules,
- j) Agreement - an agreement for provision by the Administrator of electronic services to the Users, regulated by the Terms & Conditions for Provision of Electronic Services by Online Arbitration S.A.,
- k) Fee Regulations - appendix No. 1 to Terms & Conditions for Provision of Electronic Services by Online Arbitration S.A.,
- l) pleading - a statement of claim, a statement of defence, the second or third pleading from the Claimant, the second or third pleading from the Respondent.

### § 3 Exclusion of Liability

The Administrator, the Court and the Arbitrators are not liable for any damage resulting from the activities or omissions associated with conduct of arbitration proceedings, unless the damage was caused intentionally.



## **Chapter II**

### **General Provisions**

### § 4 Jurisdiction

1. The Court has jurisdiction for resolving disputes in the following cases:

a) in a contract (also in articles of association or a statute of a commercial company or partnership, civil law partnership, a cooperative, a foundation, an association or another legal person), the Parties submitted to the Court disputes, which have

appeared or may appear between them under the given legal relationship (arbitration clause),

b) the Respondent, to whom a statement of claim has been delivered together with the information that it is only an invitation to dispute resolution by the Court, has expressed, through the Application, his/her consent for resolution of the dispute by the Court by submitting the statement of defence (invitation to arbitration),

2. The Court does not have jurisdiction if mandatory provisions of the law exclude the possibility of submitting a dispute for resolution by an arbitration court.

3. The Court does not have jurisdiction in disputes of consumers as defined in the law of the European Union.

### § 5 Calculation of Time Limits

1. Time limit for an action to be performed begins in the exact moment of the triggering event.

2. The time limit specified in days shall expire at the exact time (hour, minute, second) of the last day of the time limit corresponding to the exact time of the beginning of the time limit.

3. National holidays, non-working days and national regulations pertaining to delivery, do not affect the time limits specified in these Rules, including the last day to perform the action.

### § 6 Ruling on Jurisdiction

1. Subject to section 2, the decisions on jurisdiction of the Court and on the existence, validity and scope of the arbitration agreement (arbitration clause) are made by the Arbitral Tribunal.

2. In case of apparent lack of jurisdiction of the Court, the President of the Court may decline the statement of claim.

3. The plea that the Court lacks jurisdiction must be reported by the Respondent no later than with the statement of defence.

4. If the plea reported under section 3 is upheld, the proceedings shall be discontinued.

### § 7 Character and Place of Proceedings

1. The proceedings are conducted in electronic form.

2. The proceedings are conducted in one instance.

3. The place of proceedings is Wrocław, regardless of the place of physical presence of the Parties or members of the Arbitral Tribunal during the proceedings.

#### § 8 Arbitration Rules

1. The proceedings are conducted in accordance with the Arbitration Rules in effect on the day of submission of the statement of claim.

2. In matters not addressed in these Rules and unless otherwise agreed by the Parties, the Arbitral Tribunal shall conduct the proceedings as it deems proper.

#### § 9 Equal Treatment of Parties

1. The Arbitral Tribunal shall treat the parties equally and impartially.

2. Each Party is entitled to present the motions, statements and evidence significant for resolving the case in accordance with the procedure specified herein.

#### § 10 Applicable Substantive Law

The Arbitral Tribunal shall resolve the dispute under the law applicable to the given relationship, and if the Parties have so agreed – under the law selected by the Parties or based on equity principles (*ex aequo et bono*). However, in every case the Arbitral Tribunal shall take into account the provisions of the agreement between the Parties as well as the customs applicable to the given legal relationship.

#### § 11 Language of Proceedings

1. The proceedings shall be conducted in the language specified by the Parties in the arbitration clause, and in the lack of such a clause – in the official language of the state, the law of which is the applicable law for the legal relationship, in relation to which the proceedings are conducted. If the Parties have selected equity principles as the basis for resolution and have not specified the language of proceedings, the language of proceedings shall be specified by the Presiding Arbitrator.

2. Regardless of the language of proceedings, the notices sent by the Application and the information available in the Application shall be presented to the User in the language selected by him/her in account settings.

## §12 Pleadings and Motions

1. All the pleadings and motions of the Parties shall be submitted in the course of arbitration proceedings in electronic form via the Application. The Arbitral Tribunal shall issue orders using the same form.
2. Pleadings and motions shall be drawn up using the User account, by filling in or ticking the correct fields, and attaching the suitable files. The files attached to a pleading drawn up in the Application shall be treated as integral parts of that pleading.
3. A draft pleading may be saved in the Application at any time before submission. In such a case, the User may go back to editing a saved project at a later time, prior to the expiry of the time limit for submitting the given pleading. A pleading shall be considered submitted when the User selects and approves the suitable commands in the Application. A pleading at the stage of a draft that has not been completed and submitted prior to the expiry of the time limit for submission, shall be considered not submitted, and the draft shall be automatically deleted.

## § 13 Electronic Delivery

1. Delivery of all types of pleadings in arbitration proceedings shall be made via the Application, by placing them in the Application so that the addressee may them in his/her User account.
2. The User-addressee shall be informed of publication of pleadings in the Application with an e-mail sent to the address stated in his/her User account.
3. The notification of acceptance of a statement of claim by the Court shall be sent to the Respondent also with a text message sent to the number stated in User's account.
4. If a statement of claim is filed without stating the OAC ID of the Respondent, the messages, referred to in section 2 shall be sent to the phone number and e-mail address stated in the arbitration clause, and in the lack thereof – to the phone number and e-mail address stated by the Claimant. OAC ID shall be understood as the number assigned to the User in the Application during registration.
5. The sending by the Court of e-mails to the address stated by the User in his/her account settings in the Application, or publication of information directly in User's view in the Application within pending arbitration proceedings, shall be considered effective delivery. The User is obliged to regularly check the messages sent to him/her via the Application and to regularly check his/her e-mail, including the "Spam" folder.

## § 14 Confidentiality of Proceedings

1. Proceedings before the Court are confidential.

2. The Parties and the Arbitrators participating in the proceedings are obliged to maintain confidentiality thereof.

#### § 15 Exclusion of the Possibility to Raise a Claim

1. Each Party is entitled to raise the claim of violation of these Rules, in a pleading or by submitting a suitable motion to the Court.

2. If the claim raised by a Party is justified, the Arbitral Tribunal shall issue a suitable order.

3. If these Rules have been violated, the Party that has known of the above violation and has not immediately raised a claim, shall be considered to have renounced the right to raise such a claim in proceedings before the Court.

#### § 15a Technical obstacles

1. In the event of temporary unavailability of some services in the Application, which affects the ongoing proceedings, in particular in the event that for reasons attributable to the Application, the Party is unable to act on time, Presiding Arbitrator should enable the Parties to perform their actions.

2. In the event of such unavailability of the Application, the Party is obliged to immediately notify the Court.



### **Chapter III**

### **Arbitrators**

#### § 16 Arbitrators

1. An Arbitrator may be an individual of impeccable character with full capacity for legal acts.

2. An Arbitrator may not be a person holding an account in the Application other than an Arbitrator account.

3. An Arbitrator shall be impartial, independent and shall hold his/her position to the best of his/her knowledge and ability.

4. An Arbitrator shall be replaced in case of his/her death, resignation, exclusion or dismissal by the Parties, in accordance with the provisions of this chapter.

5. An Arbitrator shall issue a declaration on his/her impartiality and independence right after gaining access to the case, unless he/she resigns from being an Arbitrator in the given case. The declaration must be drawn up in writing, signed and provided to the Parties in electronic form (as a scanned document), as an attachment to an order by the Arbitral Tribunal.

#### § 17 List of Arbitrators

1. The court maintains a List of Arbitrators.
2. The President of the Court makes decisions on entering persons in and removing persons from the List of Arbitrators.
3. The information about each Arbitrator on the List of Arbitrators must include at least: full name, academic degree or title and professional title, information on professional experience, knowledge of languages and information on the states, under the laws of which he/she is ready to adjudicate.

#### § 18 Arbitral Tribunal

1. The Arbitral Tribunal consists of three Arbitrators, if the Parties have so agreed.
2. In other cases, the Arbitral Tribunal shall consist of one Arbitrator.
3. The Arbitrators may be designated by the Arbitral Tribunal only from among the persons from the List of Arbitrators, meeting the conditions necessary for resolving the given dispute, such as knowledge of the language of proceedings and knowledge of the law providing the basis for resolving the dispute, taking into account the value of the disputes which the Arbitrators are willing to adjudicate.
4. The Parties shall select the Arbitrators via the Application, in accordance with the following rules:
  - a) the Claimant at the stage of filing the statement of claim
    - i) in case of a one-member panel – shall propose a candidate for the Presiding Arbitrator,
    - ii) in case of a three-member panel – shall choose one Co-Arbitrator and propose a candidate for the Presiding Arbitrator.
  - b) the Respondent at the stage of the statement of defence
    - i) in case of a one-member panel – shall accept or reject the candidate for the Presiding Arbitrator,
    - ii) in case of a three-member panel – shall choose one Co-Arbitrator and accept or reject the candidate for the Presiding Arbitrator.

5. If the Respondent rejects the candidate for the Presiding Arbitrator proposed by the Claimant, the Presiding Arbitrator shall be randomly selected from among other persons entered in the List of Arbitrators meeting the conditions necessary for resolving the given dispute.

#### § 19 Exclusion and Dismissal of an Arbitrator

1. The Arbitrator may be excluded:

a) in case of circumstances that raise justified doubts as to his/her impartiality or independence,

b) if he/she does not have the qualifications specified in the agreement between the Parties or in these Rules,

c) if he/she causes delays in proceedings.

2. The Arbitrator shall disclose to the Parties all the circumstances that may raise doubts as to his/her impartiality or independence.

3. The Party requesting exclusion of an Arbitrator shall submit a motion in electronic form via the Application, stating the circumstances justifying the request and attaching the evidence to support them (basis for exclusion).

4. The Party may request exclusion of an Arbitrator immediately after gaining knowledge of the basis for exclusion of the Arbitrator, or else such Party shall lose his/her right to request exclusion of the Arbitrator on that basis.

5. Exclusion of the Arbitrator, in the selection of whom the Party has participated, may be requested by that Party solely on the basis of the circumstances learned after his/her selection.

6. The motion for exclusion of an Arbitrator shall be reviewed by the Arbitration Board which shall make a decision that does not require justification.

7. The submission of a motion for exclusion of an Arbitrator shall not suspend the course of proceedings.

8. Notwithstanding the provisions of sections 1-6, the Parties may, at any time, dismiss any Arbitrator, by submitting a joint declaration in electronic form via the Application, to the President of the Court.

#### § 20 Resignation by an Arbitrator

1. An Arbitrator may resign at any time by submitting a suitable declaration in the Application.

2. The Arbitrator should resign in case of circumstances that raise justified doubts as to his/her impartiality or independence in the given case.

## § 21 Appointment of a new Arbitrator

1. In case of resignation, dismissal or exclusion of an Arbitrator, a new Arbitrator shall be selected at random from among remaining persons entered in the List of Arbitrators meeting the conditions necessary for resolving the given dispute.
2. Subject to sections 3 and 4, a change of the Arbitrator shall not suspend the course of proceedings.
3. If the List of Arbitrators lacks the persons, referred to in section 1, the proceedings shall be suspended until the List of Arbitrators is supplemented with at least one person meeting the conditions specified in section 1.
4. The suspension in section 3 shall not last longer than 30 days. If searching for a proper Arbitrator was unsuccessful, the President of the Court shall decide on discontinuation of the proceedings.



## Chapter IV

### Proceedings before the Court

## § 22 Statement of claim

1. Arbitration proceedings are initiated by filing a statement of claim. A statement of claim is filed with the Court in electronic form via the Application.
2. The statement of claim must include:
  - a) detailed information on Parties to the dispute,
  - b) information on the arbitration clause, unless the Parties have not included such a clause and, despite that, the Claimant wants to file a statement of claim, being a proposal for the Respondent to submit the dispute to the Court for ruling (invitation to arbitration);
  - c) proposal of a candidate for the Presiding Arbitrator, and in case of a panel composed of three members – also selection of one Co-Arbitrator,
  - d) information on the value of the dispute and currency of the claim,
  - e) indication of the applicable law for the dispute (or indication of the equity principles as the basis for resolution) and of the language of proceedings,
  - 6) specific claims with justification and evidence to support the circumstances.
3. The condition for a statement of claim to be filed effectively is payment of the fee for proceedings before the Court according to the Fee Regulations.

4. When filing the statement of claim, the Claimant may propose modification of the procedure under §23 hereof.
5. The statement of claim may include more than one claim if the Claimant proves the relationship between the respective claims that justifies their joint examination.

#### § 23 Admissible Modifications of the Procedure

1. The Parties may agree to introduce modification of the procedure specified in these Rules.
2. The modifications must be proposed by the Claimant in the statement of claim. If the Respondent does not reject the proposal for the given modification in his/her statement of defence, it shall be applied in the given proceedings.
3. The possible modifications of the procedure modifications include:
  - a) introducing an additional round in electronic exchange of pleadings,
  - b) removing the requirement for translation of the documents submitted by the Parties into the language of the proceedings,
  - c) distributing the costs of proceedings between the Parties in equal parts,
  - d) resolving the dispute by three Arbitrators instead of one.

#### § 24 Attorneys

1. An attorney of a Party may be an individual with a User account in the Application.
2. Appointment and dismissal of an attorney is done via the Application and is possible at any stage of proceedings.
3. If a Party is represented by an attorney, any and all the activities (other than dismissal of an attorney) shall be performed solely by the attorney. Any communications is delivered only to the attorney. A Party represented by an attorney has access to the details of the case.

#### § 25 Verification of Formal Requirements

1. The preliminary verification of the formal requirements of the statement of claim and of the paid fee for proceedings shall be made by the President of the Court before submitting the statement of claim to the Respondent. In case of deficiencies, the President of the Court shall return the statement of claim to the Claimant so that he/she could cure them.

2. If the Claimant again files the statement of claim without removing the deficiencies, the removal of which was ordered by the President of the Court, the President of the Court may reject the statement of claim.

### § 26 Statement of Defence

1. The statement of defence should include the Respondent's position on all the motions, statements and evidence included in the statement of claim.
2. Submission of counterclaims is inadmissible. This regulation is without prejudice to section 7.
3. Lack of statement of defence shall not suspend the proceedings.
4. Lack of statement of defence may not be considered acknowledgement of the facts included in the statement of claim.
5. In the statement of defence, the Respondent shall select the Arbitrators in accordance with the provisions of §18.
6. The claim of lack of jurisdiction of the Court due to defectiveness of the arbitration clause may be included only in the statement of defence. If the Respondent does not raise such a claim, he/she shall be deemed to have accepted the jurisdiction of the Court. That claim may be raised at a later time only if, at the time of submitting the statement of defence, the Respondent did not know and did not have the possibility to get to know about the existence of grounds for it.
7. The Respondent may raise the set-off claim in his/her statement of defence. The set-off claim is subject to a fee, without additional request, as per the Fee Regulations, or else they shall be disregarded by the Court.
8. If the Respondent raises claim that the Claimant indicated in the statement of claim the applicable law for resolution of the dispute or the language of proceedings that are inconsistent with the arbitration clause or with these Rules, such claim should be included in the statement of defence or else he/she shall lose the right to raise such claim at later stage of the proceedings.

### § 27 Verification of the Applicable Law and Language of Proceedings

1. The Presiding Arbitrator shall verify whether the law, indicated by the Claimant in the statement of claim and being the basis for resolving the dispute, is consistent with the arbitration clause and with these Rules, after the statement of defence has been submitted or after the expiry of the time limit for submitting the statement of defence. If the indicated law being the basis for resolving the dispute is inconsistent with the arbitration clause or with these Rules, the Presiding Arbitrator shall change it.

2. The Presiding Arbitrator shall verify whether the language of proceedings, indicated by the Claimant in the statement of claim, is consistent with the arbitration clause and with these Rules, after the statement of defence has been submitted or after the expiry of the time limit for submitting the statement of defence. If the indicated language of proceedings is inconsistent with the arbitration clause or with these Rules, the Presiding Arbitrator shall change it.

3. If, as a result of the changes, introduced under section 1 or 2, any Arbitrator does not meet the conditions necessary for resolving the dispute, specified in § 18 section 3 hereof, a new Arbitrator shall be selected at random from among the persons entered in the List of Arbitrators meeting the conditions necessary for resolving the given dispute.

### § 28 Electronic Exchange of Pleadings

1. The positions of the Parties to the proceedings and the evidence to support their claims shall be presented via electronic exchange of pleadings.

2. Subject to section 7, electronic exchange of pleadings shall start when the Claimant files the statement of claim and end upon submission of the last document by the Respondent, no longer however than upon expiry of the time limit for submission of that document.

3. Electronic exchange of pleadings shall consist of two rounds, in which both Parties shall be able to submit pleadings. Electronic exchange of pleadings shall consist of three rounds if the parties so decide or if the Presiding Arbitrator changes the applicable law or the language of proceedings under § 27 sections 1-2.

4. The first round of the electronic exchange of pleadings shall include filing of the statement of claim by the Claimant and submission of the statement of defence by the Respondent.

5. The second and third round of the electronic exchange of pleadings shall include the second and the third pleadings of the Claimant and of the second and the third pleadings of the Respondent, respectively.

6. The parties are obliged to present, in every round of electronic exchange of pleadings, all the motions, statements and evidence known to them at the time of submitting the pleadings, or else they shall be considered delayed and disregarded by the Court.

7. If either Party fails to submit pleading in the given round in a timely manner, electronic exchange of pleadings shall end upon expiry of the time limit specified for submitting those pleadings. Pleadings in draft form (not approved by the User) shall not be deemed submitted.

### § 29 Time limits in Electronic Exchange of Pleadings

1. The Respondent shall submit the statement of defence no later than within 10 of delivery of the statement of claim to the Respondent.
2. The Claimant shall submit his/her second pleading no later than within 5 days of delivery to the Claimant of the statement of defence.
3. Further pleadings shall be submitted by both Parties no later than within 5 days of delivery to the Parties of the pleadings of the opposing Party.
4. Due to the particular complexity of the case, the Party may submit an application for an extension of the time limit. If such a request is accepted, the Arbitral Tribunal shall suspend the proceedings for a period of time which it deems necessary to provide the Party with the possibility to prepare a pleading.

### § 30 Motions of the Parties and Orders by the Arbitral Tribunal

1. Except for the stage of verification by the Presiding Arbitrator of correctness of the applicable law and language of proceedings indicated by the Claimant in the statement of claim, from the moment of submission of the statement of defence until the end of electronic exchange of pleadings, both Parties shall be entitled, at any time, to submit a motion to the Court.
2. Until issuing the final ruling, in the situations specified in these Rules or on its own initiative, the Arbitral Tribunal shall issue orders to one Party or both Parties.
3. The time limit for answering the order, and the results of failure to keep that deadline, shall be specified by the Arbitral Tribunal in the contents of the order.

### § 31 Evidence

1. The Parties are entitled to present evidence supporting their motions and claims or to refute the motions or claims of the opposing Party.
2. In the proceedings, evidence may be presented, in particular, in the form of:
  - documents,
  - witness testimony,
  - hearing of the Parties,
  - opinions of experts.
3. All the evidence must be presented in electronic form.

4. The only admissible format of electronic files is PDF format. The maximum size of one file is 5MB . At the request of a Party, the Arbitral Tribunal may allow files in different format or size, specifying the manner of submission.
5. The names of the files should clearly specify their contents and allow to unequivocally differentiate between the files.
6. The facts and circumstances that are commonly known or admitted by the other Party do not have to be examined.
7. A Party that calls a witness shall be obliged to allow the other Party and the Arbitral Tribunal to ask the witness questions. Failure to meet that requirement may cause the Arbitral Tribunal to disregard the witness testimony.
8. Witness may be examined only by submission by the given Party of a written testimony of the given witness (scanned document) meeting the conditions specified in section 9 or, if the Arbitral Tribunal so decides, at a hearing in the form of a video conference under §32.
9. Witness testimony in written form must meet the following conditions:
  - it should contain the contact information of the witness, i.e. at least: full name, correspondence address, phone number, e-mail address,
  - it should be preceded by the following declaration: “I have given this testimony being aware that to give false testimony may result in civil and penal liability”.
  - before scanning, it should be signed by the witness; this requirement does not apply to the testimony signed with a qualified electronic signature.
10. The Arbitral Tribunal may order hearing of the Parties upon the rules specified in section 8. Subject to §9, the Arbitral Tribunal may limit the hearing of the Parties to hearing only one Party.
11. Upon the motion of a Party, the Arbitral Tribunal may allow expert opinion. In such a case, in the order or answer, upon the motion of a Party, the Arbitral Tribunal shall determine the advance for the costs of the expert opinion, the payment of which by the Party shall constitute a condition for examination of that evidence. An expert shall be designated by the Arbitral Tribunal which shall also specify the evidence thesis and the time limit for preparing the opinion.
12. The Arbitral Tribunal may order examination of evidence ex officio, as long as it considers it necessary to adjudicate the case. If examination of evidence causes costs to be incurred, the Arbitral Tribunal shall specify, in an order, the amount of the advance payment to be paid by Parties to the proceedings.
13. The Arbitral Tribunal may disregard the motions for evidence if the disputed circumstances have already been sufficiently explained or if a party only submits evidence for the purpose of delay or if they are not relevant for resolving the dispute.

## § 32 Hearing

1. If necessary for resolving the dispute, the Arbitral Tribunal may order a hearing to be held in the form of a video conference.
2. The Arbitral Tribunal shall set the date of a hearing in the form of an order at least 3 days in advance, with information on the planned agenda, the persons to give testimony and the exact starting time of the hearing, taking into account the time zones of the participants to the proceedings. Unjustified failure by a Party to appear shall not prevent the hearing from being held.
3. A hearing may be ordered in particular to hear the Parties and testimonies of witnesses.
4. Each Party is obliged to ensure the witness, the examination of whom he/she request, to participate in the video conference, and, upon an order of the Arbitral Tribunal – also to ensure participation of other persons.
5. Hearings shall be chaired by the Presiding Arbitrator.
6. The Presiding Arbitrator should start the hearing by verifying the identity of participants. Furthermore, before examination of the persons, Presiding Arbitrator shall inform them of the penal and civil liability for giving false testimony.
7. Each Party is obliged to have equipment necessary for participating in a video conference, that is: a computer with broadband Internet connection, a video camera and headphones. Furthermore, each Party is required before the hearing to install the software necessary to participate in the video conference indicated in the order of the Arbitral Tribunal.
8. The minutes of the hearings shall be taken by the Court staff, i.e. they shall be recorded and published in the Application in the form of video files.

### § 33 Court Minutes

1. Proceedings shall be recorded in the form of electronic court minutes automatically generated by the Application.
2. The court minutes shall include a list of all the activities undertaken during the proceedings, such as motions, orders, pleadings with a list of appendices, and the ruling of the Arbitral Tribunal.
3. The court minutes may be downloaded at any time from the Application by the Parties to the proceedings or by the Arbitrators, during the proceedings and for 1 year of its end. Then, the court minutes shall be archived.
4. Access to archived court minutes shall be possible upon demand of a Party via e-mail, after payment of the fee specified in the Fee Regulations.

### § 34 Suspension of Proceedings

1. The Court may suspend the proceedings:

- a) upon a justified motion of a Party;
- b) if proceedings are pending before the Court or another court (including an arbitration court), the result of which may have effect on the ruling to be issued in case pending before the Court;
- c) if it considers it necessary for removing the obstacles to proceeding further,
- d) if the Claimant incorrectly indicates the value of the dispute, as a result of which the paid fee for proceedings is lower than specified in the Fee Regulations, after the Claimant has been ordered to supplement the fee.

2. The Court may resume the suspended proceedings ex officio or upon the motion of a Party.

3. The Court may discontinue suspended proceedings if the time limit, for which they have been suspended, has expired, and the obstacles to proceeding have not been removed.

### § 35 Discontinuance of Proceedings

Apart from other cases specified in these Rules, the Arbitral Tribunal shall issue a decision to discontinue proceedings if:

- a) the Claimant has withdrawn his/her statement of claim without renouncing the claim at the consent of the Respondent,
- b) the Claimant has withdrawn the statement of claim and renounced the claims,
- c) further proceedings have become unnecessary or impossible,
- d) the law does not allow to continue the proceedings,
- e) the Claimant has not followed the order issued by the Arbitral Tribunal, referred to in §34 section 1 letter d.

### § 36 Costs of Proceedings

1. The costs of proceedings consist of fees and other costs.

2. The fees are specified in the Fee Regulations.

3. Other costs include, in particular, the costs of expert opinions and of translations, as well as the attorney's fee.

4. In the need to incur the costs related to examination of evidence (e.g. expert opinion, translation), the Arbitral Tribunal shall issue an order requesting that the Party or Parties pay an advance, or else the evidence shall be disregarded.

5. Subject to sections 6 and 7, if a Party has so requested, in a pleading or a motion, the Arbitral Tribunal shall award the justified costs in his/her favor. When making the decision on the attorney's fee, the Arbitral Tribunal shall take into account attorney's reasonable remuneration, in particular taking into consideration the outcome of proceedings, the amount of work performed, the character of the case as well as the rates awarded in analogous cases by state courts or costs actually incurred and documented by the Party. If the statement of claim is awarded in part, the Arbitral Tribunal shall award the costs of proceedings proportionally.

6. The Respondent shall be entitled to have his/her costs reimbursed by the Claimant despite the claims being awarded, if he/she has not given reasons for the filing of the statement of claim and has accepted the claims at the first procedural activity.

7. If the Parties have agreed to introduce a modification to the procedure by dividing the costs in half, the Arbitral Tribunal shall order in that regard in the ruling ending the proceedings. Each Party bears his/her own attorney's fee.



## **Chapter V**

### **Court Rulings**

#### **§ 37 Final Rulings**

1. The Arbitral Tribunal shall resolve the case with an award. In cases specified in these Rules, the Arbitral Tribunal shall discontinue proceedings with a decision. The awards and decisions on discontinuation shall constitute final rulings.

2. An award shall be binding for the Parties who, by submitting the dispute for resolution by the Court, undertake to execute it.

3. Awards are final and valid.

4. If three Arbitrators resolve a case, rulings are issued by a majority of votes.

5. If the Respondent fails to submit the statement of defence, the final ruling shall be issued by the Arbitral Tribunal proposed by the Claimant, and if the Claimant has selected an Arbitral Tribunal composed of three persons – the composition shall be supplemented by a third Arbitrator selected at random.

#### **§ 38 Award**

1. Subject to section 2, the award should be issued within 3 days of the end of electronic exchange of pleadings. The above-mentioned time limit is of instructive character and if the Arbitral Tribunal exceeds it, it shall not affect validity of proceedings.

2. If a hearing has been ordered after electronic exchange of the pleadings, the award should be delivered within 7 days of its completion. Section 1 phrase 2 shall apply.

3. If a case is resolved by three Arbitrators, the award shall be issued after holding a closed meeting organized in electronic form, including discussion and voting on the award and, in case of need, also of the basic reasons of the decision. The award shall be issued by majority of votes. If one Arbitrator refuses to or may not participate in the voting, the remaining Arbitrators may vote without him/her. If there is no majority, the vote of the Presiding Arbitrator shall prevail.

4. When issuing the award, the Arbitrators are obliged to maintain due diligence and ensure the arbitral award shall be recognized in accordance with mandatory provisions of the law.

### § 39 Contents of the Award

The award must include:

- a) designation of Arbitrators and Parties as well as date and place of issuing the award, which is the seat of the Court,
- b) the basis for jurisdiction of the Court in the subject case (arbitration clause or invitation to arbitration accepted by the Respondent),
- c) decisions on all claims from the statement of claim,
- d) at the request of the Parties – decision on the costs of proceedings and attorney's fee, under the provision of §36,
- e) reasons of the decision.

### § 40 Form, Signing, Date and Delivery of Final Rulings

1. Immediately after issuing the final ruling, the information on the contents thereof shall be available to the Parties in electronic form via the Application. This provision does not violate the provision of section 8.

2. Within 2 days of receipt of information on the contents of the final ruling, a Party may submit a motion for its rectification by:

- a) resolving doubts as to contents of the final ruling (interpretation of the final ruling),
- b) correction of any inaccuracies, clerical or computational errors or other, obvious errors, in the final ruling,
- c) supplementation of the award, if the Arbitral Tribunal has not made decision on all the claims.

3. If the rectification request is justified, the Arbitral Tribunal shall prepare a rectification within 2 days of submission of the request.
4. The Arbitral Tribunal may rectify the ruling also ex officio, but only after expiry of the time limit for submission of the request for rectification by the Parties.
5. Final ruling issued by the Arbitral Tribunal shall include reasons upon which it is based.
6. Interpretation of final ruling prepared by the Arbitral Tribunal shall constitute an integral part thereof.
7. The information on rectification shall be immediately provided to the Parties via the Application.
8. The award in writing shall be printed from the Application and signed by the members of the Arbitral Tribunal after rectification thereof or after expiry of the time limit for submission of a rectification request by the Parties.
9. If there are three Arbitrators, absence of the signature of one of them shall not prevent the award from being issued, and the cause for lack of that signature shall be recorded in the award. That award shall be delivered to the Parties by the President of the Court without delay. The above provision does not violate section 8.
10. Awards shall be stored in the archive. Additional copies shall be issued against the fee specified in the Fee Regulations.

#### § 41 Ruling in case of a Settlement

1. If the Parties reach a settlement, the Arbitral Tribunal shall approve the settlement and issue a decision to discontinue the proceedings, provided that the settlement is admissible under the law.
2. At the request of the Parties, the Arbitral Tribunal shall give the settlement the form of award.