



# DecisionLayer Rules

v1.3 – March 2026



# DecisionLayer Arbitration Rules and Procedures

Rules v1.3

Effective as of March 5, 2026

## Introduction

These DecisionLayer Arbitration Rules and Procedures (these “Rules”) govern Arbitrations adjudicated by DecisionLayer. These rules are effective as of the date set forth above.

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## ***Rule 1. Definitions and Interpretation***

“Agreement” has the definition set forth in **Rule 2**.

“Appeal” has the definition set forth in **Rule 17**.

“Arbitration” means any dispute adjudicated by DecisionLayer.

“Arbitrator” means the person, entity or software program assigned by DecisionLayer to arbitrate a dispute, which may be the DecisionLayer artificial intelligence arbitration software system, a natural person designated by DecisionLayer, or a combination of the two, as applicable. As used in these Rules, “Arbitrator” may also refer to DecisionLayer as a corporate entity, acting through its designees.

“Arguments” has the meaning set forth in **Rule 8**.

“Authenticating Mark” has the meaning set forth in **Rule 17**.

“Award” means the final decision issued by an Arbitrator in connection with an Arbitration.

“Case Manager” means the natural person(s) or software routine designated by DecisionLayer to administrate an Arbitration.

“Claimant” has the meaning set forth in **Rule 8**.

“Court Filing” has the meaning set forth in **Rule 1**.

“Consent Award” has the meaning set forth in **Rule 21**.

“DecisionLayer Personnel” has the meaning set forth in **Rule 23**.

“DecisionLayer Terms” has the meaning set forth in **Rule 25**.

“Document(s)” shall have the broadest meaning possible under the applicable laws of the State of New York, including but not limited to all originals, non-identical copies and drafts of any written, printed, handwritten, recorded or graphic matter of any kind, however produced or reproduced, and regardless of where located, including but not limited to any paper, worksheet, ledger, analysis, correspondence, memorandum, note, payment, fund transfer, exchange or tender of compensation, research, checklist, opinion, minutes, inter-office or intra-office communications, e-mail message, text message, WhatsApp message, report, chart, graph, summary, index, diary, desk or pocket calendar, notebook, any magnetic or other recording tape, computer and/or mobile phone data (including information, programs or applications stored in a computer and/or mobile phone, whether or not printed out or displayed), photograph, microfiche, microfilm, videotape, record or motion picture, and electronic, mechanical, electrical or digital record or representation of any kind, including but not limited to tape, cassette, disc, cloud, server, hard drive, magnetic card or



recording. The word “document” shall also include the file folders in which said documents are maintained and any table of contents or index thereto, and copies of documents of which the originals have been destroyed pursuant to a document destruction policy or otherwise.

“Documentation” means any Documents provided by a Party to the DecisionLayer Portal or otherwise submitted or provided to the Arbitrator or DecisionLayer in connection with any Proceeding.

"Electronic filing" (e-filing) means the electronic transmission of documents to DecisionLayer via the Portal, e-mail or any other means specified by these Rules or the Arbitrator.

"Electronic service" (e-service) means the electronic transmission of documents to a Party.

“Fee Schedule” has the meaning set forth in **Rule 24**.

“Filing” or “Submission” means any filing to or submission to DecisionLayer or in connection with the Arbitration, including in connection with any Phase.

“Or” means “and/or.”

“Out of Phase” has the meaning set forth in **Rule 12**.

"Party" as used in these Rules includes the Claimant(s), Respondent(s) and their counsel or representatives.

“Partial Award” means any interim, partial or non-final decision or award issued by an Arbitrator in connection with an Arbitration.

“Phase” means one of the four primary phases of a DecisionLayer Arbitration, which are (1) Claim, (2) Answer, (3) Reply and (4) Response.

“Portal” means the DecisionLayer online portal, available at <https://decisionlayer.ai> (or such other successor site or app as determined by DecisionLayer).

“Proceeding(s)” means the proceedings conducted by DecisionLayer in connection with any Arbitration.

“Respondent” has the meaning set forth in **Rule 8**.

All references to cash amounts are in US dollars unless otherwise expressly specified.



## ***Rule 2. Scope of Rules, Eligibility***

- (a) These Rules govern Proceedings that are administered by DecisionLayer.
- (b) The Parties shall be deemed to have made these Rules a part of their arbitration agreement ("Agreement") whenever such Agreement has provided for Arbitration by DecisionLayer. Agreements that specify Arbitration by DecisionLayer are deemed to incorporate these rules by reference.
- (c) DecisionLayer may, in its discretion, assign the administration of an Arbitration to its artificial intelligence system, a designated human arbitrator, or a combination of both.
- (d) All Parties to a DecisionLayer arbitration must: (i) if a natural person, be eighteen years of age or older and a resident of the United States; or (ii) if an entity, be represented by someone eighteen years of age or older and duly authorized by such entity to act as representative. All Parties and representatives must comply with the know-your-client (KYC) requests presented by the Portal and any follow-up requests by the Arbitrator or Case Manager. Failure to do so may result in a default judgment as set forth in **Rule 16. The Arbitration Proceedings, Orders, Defaults** and **Rule 17. Awards and Appeals**.
- (e) DecisionLayer may publicly share anonymized, de-identified, and/or aggregated information regarding any arbitration it has administered. In doing so, DecisionLayer will protect the confidentiality of the information submitted and the identities of the Parties."



### ***Rule 3. AI Instructions***

The Arbitrator will be instructed to apply the following rules in rendering any Award:

- The Arbitrator may draw inferences based on the input of the litigants, including as to the veracity of their evidence and arguments.
- The Arbitrator will not suggest theories of liability that are not present in the litigants arguments.
- The Arbitrator will not consider laws of jurisdictions other than those named in the contract and ruleset.
- The Arbitrator may resolve conflicts between Rules, evidence, law and arguments within its reasonable discretion.
- The Arbitrator will render a decision based first upon the text of the contract and the evidence and arguments provided by the parties, and only if necessary rely upon statutes and caselaw.
- The Arbitrator will render decisions based on the substantive law of the State of New York, as if the contract were fully executed, delivered and performed in the State of New York, without reference to conflict of laws doctrine.
- The Arbitrator shall apply the Federal Arbitration Act for any matters concerning the arbitrability of this dispute.



#### ***Rule 4. Amendment of Rules***

DecisionLayer may amend these Rules without notice. The Rules in effect on the date of the commencement of an Arbitration (as defined in **Rule 6. Commencing an Arbitration and Service**) shall apply to that Arbitration, unless the Parties have agreed upon another version of the Rules.



### ***Rule 5. Conflict with Law***

If any of these Rules, or modification of these Rules agreed to by the Parties, is determined to be in conflict with a provision of applicable law, the provision of law will govern over the Rule in conflict to the minimal extent necessary, and no other Rule will be affected. The Arbitrator has sole and exclusive discretion to make any determinations in connection with any conflicts subject to this Rule.

If a Party is subject to a jurisdiction that restricts or prohibits AI-rendered awards, the Arbitration will follow **Rule 8. Structure of Arbitration**. However, DecisionLayer reserves the right, at any phase, to appoint a human Arbitrator for the purposes of compliance with applicable law. In such cases, DecisionLayer may require the Parties to pay the fees associated with a human-based Arbitration (as defined in our Fee Schedule) prior to the issuance of the Award



## ***Rule 6. Commencing an Arbitration and Service***

(a) The Parties are deemed to have expressly consented to service of initiation of Arbitration, service of all relevant Filings in connection with such Arbitration, and service of any documents in connection with the commencement of any court action to confirm, correct, modify or vacate any Award issued by DecisionLayer in connection with any DecisionLayer Arbitration (any “Court Filing”), by the means set forth in this **Rule 6**.

**(b) Service may be made by E-Filing and by email, where such E-Filing and email may be sent by DecisionLayer itself, as well as any other means designated in any relevant Agreement.**

For purposes of service, the Parties hereby consent to service to the email addresses they had provided to the Claimant or Respondent in connection with the Agreement. Service in connection with Court Filings expressly includes any Court Filings contemplated by the Federal Arbitration Act (9 USC 1 *et seq.*) or NYCPLR Article 75 or any similar state law or civil rule governing arbitration and the confirmation, correction, modification or vacation of any relevant Award.

(c) The Arbitration is deemed commenced when DecisionLayer issues a Commencement Letter to the Parties. DecisionLayer will not issue a Commencement Letter without the following, as determined by DecisionLayer in its sole discretion: (i) completion of know-your-client (KYC) verification of the Parties or, in the case of a non-Responding respondent, completion of service of process upon such Respondent as required by these Rules; (ii) receipt of consent to arbitration by DecisionLayer from all Parties to the arbitration; or (iii) receipt of a copy of a court order compelling Arbitration by DecisionLayer.

(d) The issuance of the Commencement Letter confirms that the requirements for commencement have been met, that DecisionLayer has received all payments required under the applicable fee schedule and that the Claimant has provided DecisionLayer with contact information for all Parties.

(e) The Parties acknowledge and agree that all Documentation and Filings must be E-Filed with DecisionLayer. Each of the Parties must maintain and regularly monitor a valid, usable and live email address for the receipt of documents and notifications. Any document filed via the DecisionLayer Portal shall be considered as filed when the transmission to the DecisionLayer Portal is complete. Any document e-filed by 11:59 p.m. (of the sender's time zone) shall be deemed filed on that date.

(f) Every document filed with the DecisionLayer Portal shall be deemed to have been signed by the Party Arbitrator, Case Manager, attorney, representative or declarant who submits the document to the DecisionLayer Portal.

(g) Filing of Documentation through the Portal shall be considered as valid and effective service. Recipients of Documents Filed with the Portal shall access their documents through the



DecisionLayer Portal. Filing shall be deemed complete when the Party initiating Filing completes the transmission of the Documentation to the Portal.

(h) If any Filing via Portal does not occur due to technical error in the transmission of the document, the Arbitrator or DecisionLayer may, in their discretion, permit the document to be filed and/or served as if originally filed and/or served on the date it was first attempted to be Filed. The Arbitrator may also, in its discretion, extend any relevant deadline.



### ***Rule 7. Administrative Matters***

- (a) All Proceedings will be conducted through DecisionLayer’s Portal or through such means as designated by the Arbitrator. All communications will occur through the Portal, except for permitted *ex parte* communications as detailed in **Rule 12. “Out of Phase” Communications**.
- (b) If, at any time, any Party has failed to pay fees or expenses in full, DecisionLayer may order the suspension or termination of the Proceedings. DecisionLayer may so inform the Parties in order that one of them may advance the required payment. If one Party advances the payment owed by any other Party, the Arbitration shall proceed, and the Arbitrator may allocate costs as it deems appropriate in accordance with **Rule 17. Awards and Appeals** and **Rule 24. Fees**.
- (c) Documentation is retained by DecisionLayer for thirty (30) calendar days following the conclusion of the Arbitration. The Parties may download any Documentation within such thirty (30) day period. Parties with paid DecisionLayer accounts will have Documentation stored for the term of their paid accounts (or as otherwise specified by their account preferences) and thirty (30) days thereafter.
- (d) Where a third party seeks to participate in an Arbitration already pending under these Rules or where a Party to an Arbitration under these Rules seeks to compel a third party to participate in a pending Arbitration, DecisionLayer shall consider such request, taking into account all circumstances it deems relevant and applicable.
- (e) As further set forth in Rule 8, any deadline set forth in these Rules may be extended by the Arbitrator unilaterally, of its own accord.



## ***Rule 8. Structure of Arbitration***

(a) Phases. DecisionLayer Arbitration Proceedings have four phases, (1) Claim, (2) Answer, (3) Reply, (4) Response. The Claim shall be submitted with the initial Filings by Claimant to commence an Arbitration. The deadline for the Answer shall be fifteen (15) calendar days after DecisionLayer transmits the Letter of Commencement to Respondent. The deadline for the Reply shall be ten (10) calendar days after DecisionLayer serves notice to the Parties of receipt of the Answer. The deadline for the Response shall be ten (10) calendar days after DecisionLayer services notice to the Parties of receipt of the Reply. Any deadline may be modified: if required by the Agreement; if extended by the Arbitrator; or by agreement of the Parties. The Arbitrator may extend any deadline unilaterally.

(1) Claim. In the “Claim” phase, the Party initiating an Arbitration (“Claimant”) must specify its particular claim and explain the remedies sought and list any Documentation demanded in support of its claim from the respondent(s) (“Respondent(s)”).

(2) Answer. In the “Answer” phase, the Respondent may provide its responses, defenses, and affirmative defenses and must submit the Documentation demanded by Claimant or explain why it should not, will not, or cannot produce such Documentation. The Respondent may also specify counter-claims and explain the remedies sought and may list Documentation demanded from Claimant in support of Respondent’s arguments, defenses, affirmative defenses or counter-claims. Respondent may provide any other information or argumentation in support of its position.

(3) Reply. In the Reply, the Claimant may provide any further support for its claims, must provide Documentation demanded by Respondent or explain why it should not, will not, or cannot produce such Documentation, present any defenses or affirmative defenses to counterclaims, and provide any other information or argumentation in support of its position.

(4) Response. In the Response phase, the Respondent may provide its final response in support of its support of responses, arguments, defenses, affirmative defenses or counter-claims, if any, and may provide any other information or argumentation in support of its position.

(5) Further Submissions. The Parties may request to make further submissions with leave of the Arbitrator on such terms as the Arbitrator deems just and appropriate. Additionally, the Arbitrator may, of its own initiative, request further submissions from the Parties.

(6) Award. After the phases listed above, an Award shall be issued as set forth in **Rule 17. Awards and Appeals**.

(7) Appeal. After an Award is issued, each party shall have the right of Appeal to a human Arbitrator as set forth in **Rule 17. Awards and Appeals**.



(c) The Arbitrator is not obligated to consider claims, remedies, counterclaims or affirmative defenses (“Arguments”) not provided by the Parties, or which are provided in the wrong phase. However, the Arbitrator may consider Filings not made in the correct phase, and may of its own initiative consider Filings not provided by the Parties. Further, the Arbitrator is entitled to draw negative inferences as a result of a Party’s failure to provide requested Documentation. Any Arguments to which no response has been served may be deemed denied. The Arbitrator may reject claims or counterclaims and may request or require that a Party re-plead, correct or modify any such claim or counterclaim. Arbitrators and Case Managers may ask questions of the Parties of any time, including requests for clarification and additional submissions, and the Arbitrators or Case Managers, as applicable, will include all Parties in such communications. Such communications may be made through the Portal or by email communication including all Parties. Inadvertent exclusion of a Party from such communications shall not invalidate or void any Arbitration, and may be corrected by the Case Manager or Arbitrator, as applicable, forwarding such relevant communications to the relevant party within a reasonable time thereafter.

(d) As Parties become aware of new Documentation or information, including experts who may be called upon to testify, all Parties continue to be obligated to provide relevant Documentation to supplement their identification of witnesses and experts and to honor any informal agreements or understandings between the Parties regarding Documentation to be exchanged. The Arbitrator is not obligated to consider any Documentation not submitted with relevant Filing unless agreed by the Parties or upon a showing of good cause.

(e) The Parties shall include any Arguments regarding discovery disputes in the relevant Filings. The Arbitrator shall decide the dispute.

(f) The Parties may take discovery of third parties with the approval of the Arbitrator.

(g) Jurisdictional challenges under **Rule 9. Interpretation of Rules and Jurisdiction Challenges** may be deemed waived, unless affirmatively asserted in an Argument.



### ***Rule 9. Interpretation of Rules and Jurisdiction Challenges***

- (a) The Arbitrator shall resolve disputes about the interpretation and applicability of these Rules and conduct of the Arbitration Hearing. Such determination may include resolution of conflicts, ambiguities, omissions or errors within these Rules, between the Rules, applicable law, and/or the provisions of any agreement or contract that is the subject of any Arbitration. The resolution of the issue by the Arbitrator shall be final.
- (b) Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. The Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter.
- (c) Disputes concerning the appointment of the Arbitrator shall be resolved by DecisionLayer.
- (d) The Arbitrator may, upon a showing of good cause or of its own initiative, when necessary to facilitate the Arbitration, extend any deadlines established in these Rules, provided that the time for rendering the Award may only be altered in accordance with **Rule 17. Awards and Appeals**.



### ***Rule 10. Representation***

(a) The Parties, whether natural persons or legal entities such as corporations, LLCs or partnerships, may be represented by counsel or any other person of the Party's choice, subject to the requirements of applicable law. Parties may proceed without counsel subject to the requirements of applicable law. DecisionLayer may, but is not obligated, to require a Party to be represented by counsel for any Arbitration. The representative of a Party may act on the Party's behalf in complying with these Rules. DecisionLayer reserves the right to prohibit disqualify the participation of any particular representative as determined within its reasonable discretion, for instance, in connection with conflicts of interest, sanctions or illegality.

(b) Changes in Representation. A Party shall give prompt written notice to DecisionLayer, via the Portal, of any change in its representation, including the name, address, telephone number and email address of the new representative.



***Rule 11. Withdrawal from Arbitration***

(a) A Party that asserts a claim or counterclaim may withdraw that claim or counterclaim without prejudice via the Portal. However, the opposing Parties may, within seven (7) calendar days of service of such notice, request that the Arbitrator condition the withdrawal upon such terms as it may direct.

(b) No Respondent to a claim or counterclaim (which may include the originally filing Claimant) may terminate or withdraw from an Arbitration after the issuance of the Commencement Letter (see **Rule 6. Commencing an Arbitration and Service**), except by written agreement of all Parties to the Arbitration.



***Rule 12. “Out of Phase” Communications***

No Party may or will have any *ex parte* communication with the Arbitrator regarding any issue related to the Arbitration.

Notwithstanding anything herein to the contrary, the Parties shall be permitted to contact the Case Manager for any Arbitration by email with any information permitted or required by these Rules where the Portal does not provide native functionality to do so (any of the foregoing as “Out of Phase” communications). The Case Manager will provide any such information to all Parties. The Arbitrator is not obligated to consider any information submitted to a Case Manager Out of Phase unless the Rules require the Arbitrator to do so.



### ***Rule 13. Arbitrator Selection, Disclosures and Replacement***

(a) DecisionLayer Arbitrations will be conducted by the DecisionLayer Arbitrator. DecisionLayer shall appoint the Arbitrator, subject to the requirements of the Agreement and these Rules.

(b) If DecisionLayer designates a natural person as an arbitrator, it shall provide prompt notice of the identity of such arbitrator to the Parties. The Parties and their representatives shall, within seven (7) days of service of notice, disclose to DecisionLayer any circumstances likely to give rise to justifiable doubt as to the Arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the Arbitration or any past or present relationship with the Parties or their representatives (any of the foregoing as a "Disqualifying Factor"). Similarly, the Arbitrator shall be obligated to disclose any Disqualifying Factors of which it is aware. If a Party fails to object to that individual seven (7) calendar days after service notice, DecisionLayer shall deem that Party to have accepted all of the Arbitrator candidates. Notwithstanding the foregoing, the obligation of the Arbitrator, the Parties and their representatives to make all required disclosures pertaining to Disqualifying Factors shall persist throughout the Arbitration process.

(c) Entities or individuals whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of the Arbitrator selection process. DecisionLayer shall determine whether the interests between entities or individuals are adverse for purposes of Arbitrator selection, considering such factors as whether they are represented by the same attorney and whether they are presenting joint or separate positions at the Arbitration.

(d) If, for any reason, the Arbitrator who is selected is unable to fulfill the Arbitrator's duties or is otherwise disqualified, a successor Arbitrator shall be chosen in accordance with this Rule. DecisionLayer will make the final determination as to whether an Arbitrator is unable to fulfill his or her duties, and that decision shall be final.

(e) At any time during the Arbitration process, a Party may challenge the continued service of an Arbitrator for cause based on Disqualifying Factors. The challenge must be based upon information that was not available to the Parties at the time the Arbitrator was designated. A challenge for cause must be in writing and exchanged with opposing Parties, who may respond within seven (7) calendar days of service of the challenge. DecisionLayer shall make the final determination as to such challenge. Such determination shall take into account the materiality of the facts and any prejudice to the Parties. That decision will be final.



### ***Rule 14. Scheduling of Arbitration***

The Commencement Letter shall specify the date by which the Respondent must file its Reply. The Arbitrator, through the Portal, will specify the schedule for each of the remaining Phases. The Parties may request extensions to relevant deadlines through the Portal. The Arbitrator may allow for Out of Phase communications regarding scheduling matters.



***Rule 15. A Party's Failure to Participate***

If a Party has failed to participate in the Arbitration process, and the Arbitrator reasonably believes that the Party will not participate in the Arbitration, the Arbitrator may proceed without the involvement of that Party.



### ***Rule 16. The Arbitration Proceedings, Orders, Defaults***

- (a) The Arbitrator will ordinarily conduct the Proceedings in the manner set forth in these Rules. The Arbitrator may vary these procedures if it is determined to be reasonable and appropriate to do so.
- (b) The Proceedings shall occur in the order of the Phases described in these Rules.
- (c) Any witness-submitted documentation or testimony may be required to be made under oath.
- (d) Strict conformity to the rules of evidence is not required, except that the Arbitrator may consider applicable law relating to privileges and work product. The Arbitrator shall consider evidence that it finds relevant and material to the dispute, giving the evidence such weight as it deems appropriate. The Arbitrator may exclude or not consider evidence that it deems immaterial or repetitive, provided that all Parties are afforded the opportunity to present material and relevant evidence.
- (e) The Arbitrator will only receive and consider testimony by transcript or affidavit. All such relevant testimony shall be made available to the Parties via the Portal.
- (f) The Parties should not offer as evidence, and the Arbitrator may not consider, prior settlement offers by the Parties or communications relating to efforts to resolve the dispute being arbitrated, except to the extent that applicable law permits the admission of such evidence.
- (g) The Proceedings will be closed at the conclusion of the Phases or such other date as the Arbitrator selects if necessary to permit the Parties to submit additional Filings as determined by the Arbitrator.
- (h) The Arbitrator may proceed with the Proceedings in the absence of a Party that, after receiving notice of the Proceeding pursuant to **Rule 6. Commencing an Arbitration and Service** or **Rule 14. Scheduling of Arbitration**, fails to respond. The Arbitrator may elect not to render an Award against a non-appearing Party solely on the basis of the default or absence of that Party, but may require any Party seeking relief against a non-appearing Party to submit such evidence as the Arbitrator may require for the rendering of an Award against such non-appearing Party.
- (k) The Arbitrator may issue orders which the Parties may seek to enforce by entry into any court or tribunal of competent jurisdiction, including as set forth in **Rule 18. Enforcement of the Award**. In connection therewith, the Arbitrator may extend any relevant Proceeding deadlines and may communicate with the Parties through the Portal regarding such orders, their enforcement, and their impacts on relevant Proceedings. Such orders may include, without limitation orders: (i) to compel discovery, testimony or production of Documentation: (ii) for sanctions; (iii) for interim, provisional or equitable remedies; or (iv) for protective or confidentiality orders.



(l) If DecisionLayer is unable to hear any dispute, for any reason, including, without limitation, due to non-waivable conflicts, incapacity, or otherwise, the Parties and DecisionLayer will reasonably cooperate to transfer the dispute to another arbitral body.



### ***Rule 17. Awards and Appeals***

(a) The Arbitrator shall render an Award within thirty (30) calendar days after the date of the close of the Proceedings as defined in **Rule 16. The Arbitration Proceedings, Orders, Defaults**. The Arbitrator shall provide the Award to the Parties via the Portal or other means determined by the Arbitrator.

(b) In determining the merits of the dispute, the Arbitrator shall be guided by any rules specified by the Agreement or otherwise agreed upon by the Parties. In the absence of such agreement specifying any rules, the Arbitrator will be guided by the law or the rules of law that it deems to be most appropriate. The Arbitrator may grant any remedy or relief that is just and equitable.

(c) In addition to a Award, the Arbitrator may make other decisions, including interim or partial rulings, orders and Awards.

(d) Interim Measures. The Arbitrator may grant whatever interim measures are deemed necessary. Such interim measures may take the form of an interim or Partial Award. Any recourse by a Party to a court for interim or provisional relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(e) The Award of the Arbitrator may allocate Arbitration fees and Arbitrator compensation and expenses, unless such an allocation is expressly prohibited by the Parties' Agreement. (Such a prohibition may not limit the power of the Arbitrator to allocate Arbitration fees and Arbitrator compensation and expenses pursuant to **Rule 24. Fees**.)

(f) The Award of the Arbitrator may allocate attorneys' fees and expenses and interest (at such rate and from such date as the Arbitrator may deem appropriate) if provided by the Parties' Agreement or allowed by applicable law. When the Arbitrator is authorized to award attorneys' fees and must determine the reasonable amount of such fees, it may consider whether the failure of a Party to cooperate reasonably in the discovery process and/or comply with the Arbitrator's discovery orders caused delay to the Proceeding or additional costs to the other Parties.

(g) The Award shall consist of a written statement authenticated by the Arbitrator and transmitted to the Parties. Authentication may include a unique stamp, code or other digital identifier (the "Authenticating Mark"). The form of Award shall be within the reasonable discretion of the Arbitrator. For the purposes of NY CPLR 7507, the Arbitrator's signature shall be deemed to be the Authenticating Mark.

(h) Corrections. Within seven (7) calendar days after issuance of a Partial Award or Award by DecisionLayer, any Party may file with DecisionLayer a request that the Arbitrator correct any computational, typographical or other similar error in an Award (including the reallocation of fees pursuant to **Rule 24. Fees**), or the Arbitrator may of its own initiative propose to correct such errors



in an Award. A Party opposing such correction shall have seven (7) calendar days after service thereof in which to file any objection. The Arbitrator may make any necessary and appropriate corrections to the Award within fourteen (14) calendar days of receiving a request or seven (7) calendar days after his or her proposal to do so. The Arbitrator may extend the time within which to make corrections upon good cause. The corrected Award shall be served upon the Parties in the same manner as the Award.

(i) Appeals. Within seven (7) calendar days after the issuance of a Partial Award or Award by DecisionLayer, any Party may file a written notice of appeal (each an “Appeal”). The filing of an Appeal is subject to the payment of an appellate fee as determined by DecisionLayer’s fee schedule (**see Rule 24. Fees**). Upon the timely filing of a notice of Appeal and payment of the required fee, DecisionLayer shall appoint a human Arbitrator to review the dispute on a *de novo* basis. The human Arbitrator may make additional requests of the Parties, may make a determination based on the record submitted during the Arbitration, or a combination thereof. The human Arbitrator will render its Award consistent with these Rules. DecisionLayer will issue the final Award within fourteen (14) days after the receipt of applicable fees.

The Award issued by the human Arbitrator adjudicating the Appeal shall be final and binding, and shall not be subject to further review, appeal or reconsideration by DecisionLayer, except that either Party may request corrections pursuant to Rule 17(h) Corrections. Except for corrections, any Award issued pursuant to an Appeal as set forth herein may only be subject to *vacatur* or other challenge in a court of competent jurisdiction as provided by applicable law.

(j) The Award is considered final, for purposes of judicial proceeding to enforce, modify or vacate the Award pursuant to **Rule 18. Enforcement of the Award**, fourteen (14) calendar days after service if no request for a correction is made.

(k) Default Awards. The Arbitrator may render a default Award, without limitation, on the basis of: (i) any default provisions set forth in any Agreement in the absence of Filings or Arguments by the relevant Party; (ii) the the misconduct of a Party, including dishonesty during proceedings; (iii) the violation of any affidavit, oath or obligation consented to or imposed on a Party during the Proceedings, including in connection with any Submissions or Filings or otherwise presented to the Parties via the Portal or communicated to the Parties by the Arbitrator; or (iv) otherwise as permitted by applicable law or within the discretion of the Arbitrator taking into account all circumstances it deems relevant and applicable.



### ***Rule 18. Enforcement of the Award***

Proceedings to enforce, confirm, modify or vacate an Award will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1, *et seq.*, or NYCPLR Article 75 or such other law(s) as may be specified by the Parties in the Agreement. The Parties to an Arbitration under these Rules shall be deemed to have consented that judgment upon the Award may be entered in any court or tribunal having jurisdiction thereof or with any court or tribunal designated in the Agreement. **Without limiting the foregoing, the Parties are deemed to have consented to the entry of judgment upon the Award may in any state or federal court located within the State of New York.**



***Rule 19. Confidentiality and Privacy***

(a) DecisionLayer and the Arbitrator shall maintain the confidential nature of the Arbitration Proceeding and the Award, including the Proceedings, except as necessary in connection with a judicial challenge to or enforcement of an Award, or unless otherwise required by law or judicial decision.

(b) The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.



***Rule 20. Suspension or Cancellation of Arbitration***

If the Arbitrator determines that the Parties are not proceeding in good faith, are seeking to undermine the integrity of the Arbitration process, are seeking illegal or impossible remedies, or for any other reason, the Arbitrator may suspend or cancel any Arbitration.



***Rule 21. Settlement and Consent Award***

If, at any stage of the Arbitration process, all Parties agree upon a settlement of the issues in dispute and request the Arbitrator to embody the agreement in a consent award (a “Consent Award”), the Arbitrator shall comply with such request, unless the Arbitrator believes the terms of the agreement are illegal or undermine the integrity of the Arbitration process.



## ***Rule 22. Sanctions***

The Arbitrator may order appropriate sanctions for failure of a Party to comply with its obligations under any of these Rules or with an order of the Arbitrator. These sanctions may include, but are not limited to, assessment of Arbitration fees and Arbitrator compensation and expenses; any other costs occasioned by the actionable conduct, including reasonable attorneys' fees; exclusion of certain evidence; drawing adverse inferences; or determining an issue or issues submitted to Arbitration adversely to the Party that has failed to comply.



***Rule 23. DecisionLayer Not a Party***

The Parties agree that no DecisionLayer Personnel are a necessary Party in any litigation or other proceeding relating to the Arbitration or the subject matter of the Arbitration, and no DecisionLayer Personnel, shall be liable to any Party for any act or omission in connection with any Arbitration conducted under these Rules, including, but not limited to, any disqualification of or recusal by the Arbitrator. The Parties shall defend and/or pay the cost (including any attorneys' fees) of defending the DecisionLayer Personnel from the foregoing or any subpoenas from outside parties arising from the Arbitration.



### ***Rule 24. Fees***

(a) Each Party shall pay its share of DecisionLayer fees and expenses as set forth in the DecisionLayer fee schedule, available at <https://decisionlayer.ai/fees> (the “Fee Schedule”) in effect at the time of the commencement of the Arbitration, unless the Parties agree on a different allocation of fees and expenses. DecisionLayer’s agreement to render services is jointly with the Party and the attorney or other representative of the Party in the Arbitration. The non-payment of fees may result in an administrative suspension of the case in accordance with **Rule 7. Administrative Matters.**

(b) DecisionLayer may require that the Parties deposit the fees and expenses for the Arbitration from time to time during the course of the proceedings and prior to the Proceedings. The Arbitrator may preclude a Party that has failed to deposit its share of the fees and expenses from offering evidence of any affirmative claim at the Proceedings.

(c) Entities or individuals whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of DecisionLayer’ assessment of fees. DecisionLayer shall determine whether the interests between entities or individuals are adverse for purpose of fees, considering such factors as whether the entities or individuals are represented by the same attorney and whether the entities or individuals are presenting joint or separate positions at the Arbitration.



***Rule 25. DecisionLayer Terms***

The relationship of the Parties with DecisionLayer shall be governed by the Rules and the DecisionLayer Terms of Service, available at <https://decisionlayer.ai/terms> (the “DecisionLayer Terms”), which are hereby incorporated herein by reference.



**Summary of Timelines**

Item	Rule	Timeline
Document Retention	Rule 7 Administrative Matters	30 days after issue of Award †
Filing an Answer	Rule 8 Structure of Arbitration	15 days from receipt of Commencement Letter
Filing a Reply	Rule 8 Structure of Arbitration	10 days from notice of receipt of Answer
Filing a Response	Rule 8 Structure of Arbitration	10 days from notice of receipt of Reply
Request for Conditions to Withdrawal	Rule 11 Withdrawal from Arbitration	7 days of service of notice that a Party is withdrawing a claim or a counterclaim
Filing Objection to Selection of Arbitrator	Rule 13 Arbitrator Selection, Disclosures and Replacement	7 days of service of notice of designation of arbitrator
Response to Objection to Selection of Arbitrator	Rule 13 Arbitrator Selection, Disclosures and Replacement	7 days of service of challenge
Issuance of Award	Rule 17 Awards and Appeals	Arbitrator to issue award within 30 days of close of proceedings
Request to Correct Award	Rule 17 Awards and Appeals	7 days of service of Award
Objection to Request to Correct Award	Rule 17 Awards and Appeals	7 days after after service of request to correct award



Appeal an Award	Rule 17 Awards and Appeals	7 days after service of Award
Award Deemed Final	Rule 17 Awards and Appeals	14 days after service of Award if there is no request for correction. Awards issued after an appeal are final.
Filing to Confirm an Award	<a href="#">NY CPLR § 7510</a> , <a href="#">9 USC § 9</a> ††	1 year after service of Award
Filing to Vacate an Award	<a href="#">NY CPLR § 7511</a> , <a href="#">9 USC § 12</a> ††	90 days after service of Award

† DecisionLayer will delete all Documentation provided in connection with an Arbitration 30 days after its conclusion; except that Parties with paid accounts will retain access to Documentation for the life of their accounts and 30 days thereafter.

†† This is not a DecisionLayer Rule, these are citations to New York Law and the Federal Arbitration Act.

As set forth in Rule 7 and Rule 8, the Arbitrator may extend any deadline in the DecisionLayer Rules of its own accord and any deadline in the DecisionLayer rules may be extended or modified by written agreement of the Parties.

**DecisionLayer is not a law firm, it is not your lawyer, and it will not offer you legal advice.**