

Small Claims Rules & Procedures

Effective April 1, 2021



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About FairClaims

FairClaims is an online dispute resolution platform that uses binding arbitration, mediation, negotiation and other dispute resolution tools to help you resolve your dispute. Arbitration and mediation are methods of resolving disputes outside of court. With FairClaims, the entire dispute resolution process can be done remotely. It's a fast and economical way to resolve disputes.

Resolving a dispute in court can take months or even years, and it's a hassle to go to the courthouse in person. Other disputes may get bogged down, and a third party like FairClaims can help get things unstuck. With FairClaims you'll get a final, enforceable decision in as little as two to three weeks and you never have to leave home!

These Small Claims Rules & Procedures shall govern arbitration proceedings administered by FairClaims if the claims or counterclaims do not exceed \$25,000, exclusive of interest, attorneys' fees, arbitration fees, and costs. FairClaims' FastTrack Rules & Procedures for Claims Over \$25,000 (the "FastTrack Rules") shall govern arbitration proceedings administered by FairClaims if parties agree to arbitrate pursuant to the FastTrack Rules, or if the claims or counterclaims exceed \$25,000, exclusive of interest, attorneys' fees, arbitration fees, and costs.

Standard Arbitration Clauses

If you would like to include a FairClaims arbitration clause in your contracts, please visit our website www.fairclaims.com/clause for sample language.

Fee Schedule

FairClaims charges both parties a fee based on the amount of money in dispute.

One party may pay some or all of the other party's fees unless the non-paying party objects. This sometimes happens between employers and employees, for example. A party may also unilaterally elect to pay some or all of the other party's fees when invoking an arbitration clause. In other cases, a third party to the dispute may pay our fees.

Per-Party Fees (Total Fees = \$475/Arbitration)

Claim Amount	Administrative Fee	Arbitrator Fee	Total Per Party Fee
Up to \$25,000	\$167.50	\$70	\$237.50
Above \$25,000	See FastTrack Rules	See FastTrack Rules	See FastTrack Rules

FairClaims will waive the administrative fee for any party who is an indigent consumer, as required by California Code of Civil Procedure section 1284.3(b).

An indigent consumer is a person having a gross monthly income that is less than 300% of the federal poverty guidelines. The current federal poverty guidelines can be viewed here: <https://aspe.hhs.gov/poverty-guidelines>.

If you think you may qualify for an administrative fee waiver, please notify FairClaims at the time of payment at help@fairclaims.com. FairClaims will then ask you to declare under oath the amount of your monthly income and the number of persons living in your household. If FairClaims determines that you qualify as an indigent consumer, you will be required to pay only the arbitrator fee. If, however, FairClaims determines that you do not qualify, you will be required to pay the administrative and arbitrator fee.

Rules & Procedures

General Arbitration Rules

1. Place of Arbitration

All FairClaims arbitrations are deemed to take place in Los Angeles, California.

2. Neutral and Independent Arbitrators

FairClaims-affiliated arbitrators are neutral and independent decision makers. They are not employees of FairClaims. Parties to an arbitration shall not contact arbitrators directly during or after the arbitration process. All communications with arbitrators shall be conducted through the FairClaims platform.

All FairClaims-affiliated arbitrators must adhere to the Ethics Standards for Neutral Arbitrators in Contractual Arbitration adopted by the Judicial Council of California. These Standards are available at www.courts.ca.gov/documents/ethics_standards_neutral_arbitrators.pdf.

Initiating the Arbitration

The party who initiates the arbitration is called the claimant. The other party is called the respondent. There are two different ways, as outlined in Rules 3 and 4, for a claimant to initiate a FairClaims arbitration, depending on whether the parties already have a written agreement to arbitrate their disputes using FairClaims. It is the responsibility of the submitting party to ensure the accuracy of all information submitted. The submitting party assumes liability for any damages incurred by FairClaims, its agents, partners or affiliates, resulting from the submission of knowingly false information. The Parties agree that the parties to the arbitration will be the legal entities with which business was done, if one exists, regardless of the names and contact information the Parties submit during sign up. If a proper legal entity does not exist, or the work was contracted only with an individual, then the named individual will be party to the arbitration.

3. Invoking the Arbitration Clause

If the parties have a written agreement that contains a FairClaims arbitration clause, and a dispute arises out of that agreement, then a party to the agreement may initiate the arbitration process for up to the amount specified in the clause, but in no event for more than \$25,000 (for claims processed using these Small Claims Rules & Procedures), by emailing help@fairclaims.com and referencing the clause in their submission. The arbitration may include a live remote video or phone hearing, or may be a document only arbitration. Furthermore, the maximum amount of damages that may be awarded to one party or another pursuant to a pre-dispute arbitration clause is \$25,000, exclusive of interest, attorney's fees, arbitration fees, and costs, for claims processed using these Small Claims Rules & Procedures. For claims above \$25,000, parties can use FairClaims' FastTrack Rules & Procedures for Claims Over \$25,000.

If a party to the agreement initiates litigation instead of filing a claim with FairClaims, then the other party may ask the court to send the dispute to FairClaims instead.

After a demand for arbitration is served upon the other side via electronic service, the served party will have 7 days to sign up, agree to arbitrate, and submit their information with FairClaims. If a Party that is obligated to arbitrate in accordance with a pre-dispute arbitration clause fails to agree to participate in the Arbitration process within that time, FairClaims shall confirm in writing (via electronic mail to the address provided by the Claimant) that party's failure to respond or participate, and the arbitrator, once appointed, shall move forward with arbitration proceedings which may include scheduling a live remote video or phone hearing, or a digital review and arbitrator questioning without a hearing. FairClaims shall provide appropriate notice of the arbitration process via electronic mail.

The parties consent to electronic service of process, with service to be made to the email address provided or otherwise referenced in their FairClaims arbitration clause, or the relevant agreement containing a FairClaims arbitration clause. If no email address is provided for in the agreement, the parties consent to electronic service at the last known

email address one party had for the other party, as well as any publicly accessible email address.

A party that believes an arbitration clause was invoked by another party in error for any reason, including that the non-invoking party did not actually agree to arbitrate or that the other party's claim is outside the scope of the agreement to arbitrate, has 7 days from notice of the arbitration to notify FairClaims at help@fairclaims.com and request the arbitration be paused for up to 7 days while FairClaims brings this to the other party's attention and provides both sides with an opportunity to discuss whether they in fact have a valid pre-dispute arbitration clause mandating arbitration through FairClaims. FairClaims has discretion to determine whether or not to pause the arbitration or raise this issue with the parties, and FairClaims also has discretion to raise such questions unprompted by any party. A party may also raise this point with the presiding arbitrator during their hearing or digital document review process; the arbitrator may consider it and also make a determination on whether the arbitration should proceed. In any case, the assigned arbitrator, and not FairClaims itself, shall have discretion to make a decision on the enforceability of pre-dispute arbitration clauses.

4. Post-Dispute Agreements to Arbitrate

If the parties do not have a written agreement that contains a FairClaims arbitration clause, then a potential claimant may invite a potential respondent to resolve an existing dispute using FairClaims.

The potential claimant, FairClaims and/or a third party may send the potential respondent an invitation link generated on the FairClaims platform. If the potential respondent accepts the invitation within 5 calendar days, then FairClaims will begin the arbitration process.

If the potential respondent accepts the invitation to arbitrate after the 5 day window, the claimant shall provide written notice via email to FairClaims at help@fairclaims.com if they would instead like to withdraw their claim. Notice of intent to withdraw must be provided to FairClaims within 72 hours of receiving notice from FairClaims that the respondent signed up.

The Parties consent to electronic service of process, with service to be made to the email address provided in their initial submissions. Once both parties sign up and agree to use FairClaims under a Post-Dispute Arbitration Agreement, that agreement is binding on both parties and can only be revoked with consent from both sides.

Unless otherwise noted, an arbitration agreement reached under Rule 4 will become effective once both parties complete an initial online submission for the same dispute, including acknowledgement of their agreement to arbitrate.

For claims processed using these Small Claims Rules & Procedures, no disclosed claim or counterclaim pursuant to a post-dispute agreement to arbitrate may exceed \$25,000, exclusive of interest, attorneys' fees, arbitration fees, and costs, and the maximum amount of damages that may be awarded to one party or another is \$25,000, exclusive of interest, attorneys' fees, arbitration fees, and costs. Parties can use the FairClaims FastTrack Rules for claims above \$25,000.

Unless otherwise noted in these Rules, Parties may withdraw from a post-dispute agreement to arbitrate only if both parties consent to that withdrawal in writing via electronic mail to FairClaims at help@fairclaims.com prior to the Arbitrator's Service of the Award. Fees are not refundable in the event of such withdrawal.

5. Payment of Fees

If required, after the claimant files a claim pursuant to Rule 3, or after the respondent agrees to arbitrate pursuant to Rule 4, FairClaims will ask each party to pay the requisite administrative and arbitrator fees. Parties who are indigent consumers must pay only the arbitrator fee, not the administrative fee.

A party may, at its sole discretion and with notice to FairClaims, pay some or all of the other side's fee, and a third party may agree to pay some or all of both parties' fees. If a party elects to pay the fee for the non-paying party, the arbitrator, at her sole discretion, may or may not award those fees to the paying party, in addition to any amount awarded for the dispute itself, should the paying party prevail. For claims pursuant to Rule 4, either party may pay some or all

of the other party's fee and a third party to a dispute may pay some or all of both parties' fees unless a party objects and pays the fee themselves. For claims pursuant to Rule 3, a party may pay some or all of a the other party's fee and a third party may pay some or all of both parties' fees even if a party objects.

If payment for a particular arbitration is requested and still outstanding, the relevant post-dispute arbitration agreement may at FairClaims' discretion become null and void 21 calendar days after FairClaims' first request for payment for that particular arbitration was made. In any case, FairClaims may in its sole discretion pause or refuse to hear any arbitration in which payment is still due.

For more information about the FairClaims fee schedule, read the Fee Schedule section on page 2.

6. FairClaims' Authority to Administer Arbitrations

When parties agree to arbitrate using FairClaims, the parties authorize FairClaims to administer the arbitration and to implement these Rules through any representative as FairClaims may direct.

FairClaims, in its sole discretion, may decline to hear or temporarily pause any arbitration proceeding at any time. Furthermore, in the event of an emergency impacting FairClaims, the arbitrator, or the parties, such as a medical emergency for an individual or a widespread emergency such as a public health emergency, wildfire, hurricane, or earthquake, FairClaims, in its sole discretion, may modify these Rules or extend any deadline in these Rules in connection with an arbitration proceeding.

FairClaims prompts both parties via email regarding deadlines and other information related to their arbitration. However, the parties are responsible for adhering to deadlines and complying with rules. Parties are expected to read these Rules and login to the FairClaims platform to ensure they are meeting deadlines and complying with rules.

In the event both parties sign up for two arbitrations regarding the same dispute, FairClaims has authority to delete one dispute prior to Service of the Award. In the event

two non-identical Awards have been served for the same dispute, FairClaims has authority and the parties agree to have the same dispute heard by a third arbitrator, which shall be final and binding on the parties.

7. Assigning the Arbitrator

Once both parties have agreed to arbitrate (or once an arbitration clause is invoked) and fees have been paid (where applicable), FairClaims will assign an arbitrator and notify the parties of the arbitrator assigned to their dispute. Arbitrator assignments are final barring any conflict of interest or other ethical consideration which may impact the arbitrator's ability to properly hear your case. Should you have a concern with your assigned arbitrator you must bring that to FairClaims' attention within 72 hours of your arbitrator assignment and the FairClaims team will then have discretion to decide whether or not you will be assigned a new arbitrator. Notwithstanding the foregoing, FairClaims may re-assign your arbitrator at their discretion anytime prior to your hearing at no additional charge and will, in such cases, provide notice to both parties.

8. Making a Counter Claim

If a party wishes to bring a counterclaim against another party (which is generally a claim against the claimant based on the same basic facts or incident at question in the Claimant's claim), that party must (1) reference that counterclaim in a statement prior to hearing (2) raise it at hearing or (3) raise it in a written statement during the document-only arbitration process. If a party does not bring a counterclaim within this process, that party may lose the right to raise that counterclaim in other judicial or arbitral proceedings. In some instances, the product prompts the user to make a counter claim in which case that will suffice as your method for providing notice of bringing a counterclaim.

Document-only Arbitration

9. Document-only Arbitration

In the event that the parties agree to document-only arbitration the parties will not have a live hearing. Rather, both sides shall have the opportunity to upload evidence, provide witness statements, respond to the other side's evidence, and answer written questions asked by the assigned arbitrator via the FairClaims dispute resolution platform. The deadlines for these items will be set out in notices provided to the parties. The parties will be able to review and respond to the other party's uploads and answers as outlined in notices provided to the parties.

Following arbitrator review and questioning, the assigned arbitrator will issue a decision pursuant to Rule 15.

A party submitting documentary evidence, statements, answers to arbitrator questions, and replies to answers from the opposing party warrants that such submitted evidence is what the evidence is claimed to be and that the party's descriptions of its own evidence, its responses to the other side's evidence, and its responses to the arbitrator's questions are all complete, true, and correct. By agreeing to arbitrate and submitting documentary evidence, descriptions, answers and replies, you certify under penalty of perjury that such evidence, descriptions, answers and replies are true and correct.

Each party will have one opportunity to reschedule document-only arbitration deadlines only with a showing of a documented medical, family or other serious emergency. Requests for rescheduling must be sent to help@fairclaims.com no less than 72 hours before the scheduled deadline. Subsequent requests, or requests received less than 72 hours before the scheduled deadline, may not be honored. FairClaims, at its sole discretion, may reschedule and/or extend evidence or other deadlines. Any extensions, rescheduling, or other deadline modifications shall apply to both parties in a given dispute.

All rules that apply to Hearings also apply to Document-only arbitrations, as applicable and relevant.

Preparing for the Hearing

10. Notice of the Hearing

After an arbitrator is selected, that arbitrator will propose hearing times, and FairClaims will send a notification to the parties inviting them to share their availability during those times using the online platform. Once the arbitrator selects a hearing time, FairClaims will send a notice of hearing to the parties via email, which will include the date and time of the hearing and instructions on how to attend the hearing via video or telephone. This notice may, in some cases, be sent less than 7 calendar days before the hearing. The Arbitrator will consider the parties preferences when scheduling a hearing. However, hearing times are not guaranteed to match your submitted preferences.

As a general matter, most FairClaims hearings are conducted during normal business hours Monday through Friday. However, your arbitrator may schedule a hearing outside of normal business hours subject to Arbitrator availability and party preferences.

All communications related to the arbitration process shall be made to and from FairClaims directly or via the FairClaims platform, and no other communications will be considered valid.

11. Rescheduling a Hearing

Each party will have one opportunity to reschedule the hearing only with a showing of a documented medical, family or other serious emergency. Requests for rescheduling must be sent to help@fairclaims.com no less than 72 hours before the scheduled hearing time.

Subsequent requests, or requests received less than 72 hours before the scheduled hearing start time, may not be honored. FairClaims, at its sole discretion, may reschedule hearings and/or extend evidence or other deadlines. Any extensions, rescheduling, or other deadline modifications shall apply to both parties in a given dispute.

Discovery, Documentary Evidence, Settlement & Witnesses

12. Discovery

The parties will not engage in formal discovery unless their dispute involves an injury to, or the death of, a person caused by the wrongful act or neglect of another. In that case, discovery may be conducted as provided for in California Code of Civil Procedure section 1283.05.

13. Documentary Evidence

If a party has documentary evidence that it would like the arbitrator to consider, it must upload the evidence to the secure online platform provided by FairClaims. The Arbitrator has discretion with regards to what evidence she considers and in how to interpret and weigh such evidence, whether documentary or otherwise.

A party submitting documentary evidence warrants that such submitted evidence is what the evidence is claimed to be and that the party's descriptions of its own evidence and its responses to the other side's evidence are all complete, true, and correct. By agreeing to arbitrate and submitting documentary evidence, descriptions and responses, you certify under penalty of perjury that such evidence, descriptions and responses are true and correct.

By signing up to use FairClaims you also warrant that you have requisite technical knowledge to use the FairClaims platform and acknowledge that FairClaims is not obligated to provide technical assistance for using the FairClaims platform.

The parties are each allowed to upload a maximum of 30 pieces of evidence for each arbitration which may include pictures, video, contracts and documents. Documents shall not exceed 50 pages total in the aggregate. Should a party exceed these limits the arbitrator shall have discretion to limit his or her review to 30 pieces of evidence total and 50 pages total for that party, based on that factor alone. However, the parties may still raise any key points at hearing or in

discussion, and request that the arbitrator review specific pieces of evidence.

FairClaims will set a deadline for the parties to upload all of their documentary evidence, and the parties will receive reasonable notice of that deadline via electronic mail after the arbitration process begins. Parties are responsible for ensuring that they leave plenty of time to meet deadlines in case technical issues arise, and are ultimately responsible for meeting deadlines despite technical challenges on their end.

After the evidence upload deadline has passed, FairClaims will give the arbitrator and both parties "view-only" access to all of the documentary evidence. Each party agrees not to take screenshots, save, or distribute in any way the other party's documentary evidence.

The Arbitrator may at her sole discretion request documentary evidence after a hearing. If such evidence is requested, the party from whom evidence is requested will have 4 days (exactly 96 hours) to upload such evidence after the hearing, and the other side will then have 24 hours to respond to any uploaded evidence. The 4 day (96 hour) timeline begins at the scheduled hearing start time, regardless of when the hearing concludes. Post hearing evidence shall be allowed only at the Arbitrator's discretion and not as a matter of course. Should the Arbitrator request post hearing evidence, the Arbitrator still has discretion with regards to whether and how to consider the evidence submitted after the hearing, as with any other submitted evidence.

If a party believes that a non-party has documentary evidence relevant to the dispute, it may request a subpoena duces tecum from the arbitrator. The arbitrator must issue, as a matter of course, signed but otherwise blank subpoenas to the party requesting them. The party serving the subpoena must fill it in before service. Subpoenas must be served and enforced in accordance with California Code of Civil Procedure section 1985 et seq or in accordance with section 7 of the Federal Arbitration Act, 9 U.S.C. Sec. 7, or other applicable state law. If a party would like to make this request it must notify FairClaims via email at help@fairclaims.com within 7 days of initial sign up and

FairClaims will facilitate the request with your arbitrator, which may take up to 14 days and during which time your proceeding may be paused. Once FairClaims provides a party with subpoena paperwork signed by the presiding arbitrator, FairClaims will at its discretion delay the proceeding so the party has an opportunity to proceed with the subpoena request.

14. Settlement Prior to Service of Award

If the Parties agree to settle their matter prior to the Arbitrator's Service of Award, whether that settlement is agreed upon via mediation, FairClaims' settlement tools such as FairChat, or independently, the Parties must enter that settlement via the FairClaims platform or notify FairClaims of such at help@fairclaims.com prior to the Arbitrator's Service of Award.

Any settlement agreed to by the parties must be fulfilled within 14 days unless the parties agree otherwise.

The Arbitrator retains jurisdiction over the parties' dispute unless and until the parties fulfill the obligations of their settlement on time, whether such settlement is made during, before or after a hearing or at any stage of the document-only arbitration process prior to Award, and may make an Award determination at any time which displaces the settlement unless and until such obligations are fulfilled, for up to one year from the date of entry or notification of settlement.

15. Witnesses

If a party believes that a witness's testimony is relevant to their dispute, the party can ask that witness to attend their hearing, or submit a witness affidavit or video.

It is the sole responsibility of the party producing a witness to ensure that witness is available promptly at the hearing time. If the witness would like to testify but is not available during the scheduled hearing time, the party may instead upload a video of the witness or submit a witness affidavit as documentary evidence.

If a witness will not agree to attend the hearing, make a video or execute on a witness affidavit, the party may

request a subpoena requiring the witness's attendance at the hearing from the arbitrator. The arbitrator must issue, as a matter of course, signed but otherwise blank subpoenas to the party requesting them. The party serving the subpoena must fill it in before service. Subpoenas must be served and enforced in accordance with California Code of Civil Procedure section 1985 et seq or in accordance with section 7 of the Federal Arbitration Act, 9 U.S.C. Sec. 7, or other applicable state law. If a party would like to make this request it must notify FairClaims within 7 days of initial sign up and FairClaims will facilitate the request with your arbitrator under the same process described above for other subpoenas.

During the Hearing

16. The Parties' Rights

Each party is entitled to be heard but the rules of evidence and rules of judicial procedure need not be observed. The Arbitrator has discretion with regards to the length of a hearing, time allotted to each party or witness to make statements during a hearing, and in how to interpret and weigh such statements made during a hearing.

In the event a party does not appear at a scheduled hearing, the hearing will be conducted in its absence (please see Rule 10 for our process and rules on rescheduling a hearing for good cause). The non-showing party will be given the opportunity to submit to FairClaims, within 4 days (exactly 96 hours) of the scheduled hearing start time, a written, audio or video statement for the arbitrator's consideration. If a statement is submitted, the showing party will then have 24 hours to respond to that statement. However, the Arbitrator has discretion on whether and how to consider such evidence.

In the event neither party appears at a scheduled hearing, both parties will have 4 days (exactly 96 hours) from the scheduled hearing start time to submit a supplemental statement to be considered by the Arbitrator before a decision is made, which will be considered at the Arbitrator's discretion. In such cases, both parties will have 24 hours to respond to the other side's submitted statement.

FairClaims may record hearings and/or a FairClaims administrator may join your hearing for quality control purposes, evidentiary purposes, research purposes, and/or to review any future potential concerns you may later have. No one else may record hearings.

The testimony of witnesses and parties will be given under oath and penalty of perjury. The arbitrator has the power to administer oaths pursuant to California Code of Civil Procedure section 1282.8.

The Arbitrator shall rule on the admission and exclusion of evidence and on questions of procedure, and shall exercise all powers relating to the conduct of the hearing (Code Civ. Proc., Section 1282.2(c)).

The Parties will not offer as evidence, and the Arbitrator shall neither admit into the record nor consider, prior settlement offers by the Parties or statements or recommendations made by a mediator or other person in connection with efforts to resolve the dispute being arbitrated, except to the extent that applicable law permits the admission of such evidence.

All communications, negotiations, or settlement discussions by and between the participants and/or Arbitrator in the arbitration shall remain confidential. Evidence of anything said or any admissions made in the course of the arbitration shall not be admissible in evidence or subject to discovery, and disclosure of that evidence cannot be compelled in any civil action or proceeding in which testimony can be compelled to be given.

If neither party shows up for a hearing on time, the Arbitrator may wait for a reasonable period of time to allow the parties an opportunity to join, but is not obligated to stay on the hearing for any particular period of time to wait for parties to join. In such instances a new hearing will not be provided as a matter of course though FairClaims has discretion to reschedule hearings if the parties have a justifiable excuse for being late or missing a hearing.

Notwithstanding the foregoing, FairClaims may share all case details with a referring third party who pays for the parties' arbitration and may also share a copy of the final Award and any Post-Dispute Agreement to Arbitrate with any

Party to the Arbitration, and as required by law with a Court or government agency with jurisdiction.

17. Witness Fees

If a witness (who is not an agent, officer or employee of a party) appears at the hearing pursuant to subpoena, the party who subpoenaed the witness must pay him or her a fee pursuant to California Code of Civil Procedure section 1283.2. If the arbitrator subpoenaed the witness, then FairClaims will pay the witness and invoice each party for half of the fee.

The amount of the fee is currently \$35, pursuant to California Government Code section 68093.

If a subpoenaed witness must travel in order to have access to the technology required to attend the hearing via video or phone, then he or she will also be paid for mileage actually traveled, both ways, at \$0.20 per mile.

Each party may have a maximum of 2 witnesses at their Hearing, unless their Arbitrator allows for additional witnesses.

18. Private Hearing

Hearings are private and confidential between the parties of a dispute. As such, only parties, witnesses, translators, experts, and any other person having a direct interest in the Arbitration may attend a hearing. Your Arbitrator may, in her sole discretion, determine whether a witness, translator or any other person with a direct interest in the Arbitration may be permitted to attend a FairClaims hearing.

All witnesses must have direct knowledge of the facts and situation in dispute.

19. Settlement During Hearing

Parties may settle their dispute during a hearing and the Arbitrator may facilitate such a settlement. In order for that settlement to be finalized, the Parties must enter the terms of their settlement into the FairClaims platform and agree to be bound by that settlement within 4 days (exactly 96 hours) of their hearing.

The Arbitrator may make an Award determination if the settlement agreed upon during the hearing is not formalized as such.

The Arbitrator retains jurisdiction over the parties' dispute unless and until the parties fulfill the obligations of their settlement, whether such settlement is made during, before or after a hearing, and may make an award determination at any time which displaces the settlement unless and until such obligations are fulfilled, for up to one year from the date of entry or notification of settlement.

20. Violation of Hearing Rules and Procedures

Should any Party violate hearing rules or procedures and/or engage in offensive conduct or any other conduct not conducive to a respectful and productive exchange, that Party may, at the Arbitrator's discretion, be disallowed from further participating in the Hearing. In such a case that Party would still be given an opportunity to submit testimony via audio, video, or written statement within 4 days (exactly 96 hours) following the Hearing, and may also be given an opportunity to answer Arbitrator questions digitally via written text if applicable. However, the Arbitrator has discretion on whether and how to consider such evidence.

After the Hearing

21. Post Hearing Evidence

If requested by the Arbitrator, the parties may submit evidence within 4 days (exactly 96 hours) of the start of their hearing. When a party submits post-hearing evidence the other party has 24 hours following the initial 4 day (96 hour) evidence timeframe to submit a statement responding to that evidence. Post hearing evidence shall be allowed only at the Arbitrator's discretion and not as a matter of course. Should the Arbitrator request post hearing evidence, the Arbitrator still has discretion with regards to whether and how to consider the evidence submitted after the hearing, as with any other submitted evidence.

22. Service of the Award

The arbitrator's award will be emailed to both parties within approximately 8 calendar days after the hearing. FairClaims retains discretion to extend that timeline if necessary under the circumstances.

The arbitrator will satisfy California Code of Civil Procedure section 1283.4, which requires that the award be signed, by e-signing the email with his or her typed name.

In determining the merits of the dispute, the Arbitrator shall be guided by the rules of law agreed upon by the Parties. In the absence of such agreement, the Arbitrator will be guided by the law or the rules of law that he or she deems to be most appropriate. The Arbitrator may grant any remedy or relief that is just and equitable and within the scope of the Parties' agreement.

23. Payment Pursuant to the Award

If the award requires one party to pay the other party money, then the owing party must pay the amount owed on or before the 14th calendar day after the award was served on the parties unless otherwise noted in the award or Arbitration Agreement. Payment must be made via electronic payment, or certified check / money order sent via a trackable method of shipping, unless the parties agree otherwise.

The arbitrator may also award pre and post-award interest and/or other expenses and fees at her discretion. If post-award interest is awarded, it shall compound annually, and begin accruing 30 calendar days after the award date. If both parties agree, they may enter into an extended payment plan that foregoes interest.

Settlement offers made using the FairClaims platform are binding once accepted by the offeree. All aspects and terms of the settlement must be included, and are binding and enforceable to the extent they are included. If a dispute arises between the parties on whether they made a valid settlement, the parties may ask the arbitrator to make a ruling on that point as part of the Award and may, in that instance, disclose related settlement details to the arbitrator.

24. Failure to Pay

If the owing party fails to pay the amount owed within the longer of 14 days or the deadline noted in the award or Arbitration Agreement, then the prevailing party may file a petition to confirm the award in any court having jurisdiction though timelines for filing such an action may vary by jurisdiction. In the event of confirmation and enforcement of an award, the delinquent party will be responsible for any attorney, court or other fees associated with such action.

The purpose of filing a petition to confirm the award is to obtain a judgment from the court, which will allow the prevailing party to collect money from the judgment debtor without the judgment debtor's cooperation.

Because Los Angeles, California is deemed the place of the arbitration, the Los Angeles Superior Court would have jurisdiction over a petition to confirm the award, in addition to any other court having jurisdiction. In California superior courts, the latest the prevailing party may file such a petition is 4 years after the day the award was served on the parties though this may vary by jurisdiction.

Proceedings to enforce, confirm, modify or vacate the award will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1, et seq., or applicable state law.

25. Correcting or Vacating the Award

Within seven (7) calendar days after service of a FairClaims Award, any party may serve upon FairClaims and the other party a request that the Arbitrator correct any computational, typographical or other similar error(s) in an Award.

Alternatively, the Arbitrator or FairClaims may sua sponte propose to correct such errors in an Award within fourteen (14) calendar days of service of a FairClaims Award. In either case, if the Arbitrator determines that he or she might make a correction to any computational, typographical or other similar error(s) in an Award, a party opposing such correction shall have seven (7) calendar days thereafter in which to file any response to the requested or proposed correction. If, on the other hand, the Arbitrator determines that he or she will not make such a correction, no further action by the opposing party is required. If applicable, after

reviewing the opposing party's response to the requested or proposed correction, the Arbitrator may then make or decline to make any necessary and appropriate corrections to the Award and, if applicable, issue a corrected Award within seven (7) calendar days of receiving the opposing party's response. 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.

Furthermore, your Arbitrator has discretion to make a substantive correction your Award sua sponte within fourteen (14) calendar days of service of your Award.

Additionally, if either party believes that the award should be corrected or vacated, it may file a petition to correct or vacate the award in any court having jurisdiction.

Because Los Angeles, California is deemed the place of the arbitration, the Los Angeles Superior Court would have jurisdiction over a petition to correct or vacate the award, in addition to any other court having jurisdiction. The criteria for correcting or vacating an award in a California court can be found in California Code of Civil Procedure sections 1286.2 and 1286.6. The earliest a party may file such a petition is 10 days after the day the award was served on the parties. The latest a party may file a such a petition is 100 days after the day the award was served on the parties. If filing in a court outside of Los Angeles, the vacate timeframe may be longer or shorter pursuant to their that court's requirements. Notwithstanding the foregoing, the parties are not to rely on the timeframes included here, which are for informational purposes only based on published statutes as of the effective date of these Rules.

26. Service of the Petition and Notice of Hearing

If a party files a petition (whether to confirm, correct or vacate the award), it must send a copy of the petition and the notice of hearing to the other party and to FairClaims, using the email addresses that were used at the time of the hearing.

Miscellaneous

27. Violation of Rules and Procedures

Should any party violate these Rules, fail to comply with an arbitrator's order during the course of the proceedings, and/or engage in offensive conduct or any other conduct not conducive to respectful and productive proceedings, the arbitrator may issue sanctions, and that party may, at the arbitrator's discretion or FairClaims' discretion, be disallowed from further participation in the arbitration process. In such a case where a party is disallowed from further participation, that party may still be given an opportunity to submit testimony via audio, video, or written statement within 4 days (exactly 96 hours) following a hearing (if applicable), and may also be given an opportunity to answer specific arbitrator questions for document-only or hearing arbitrations. However, the arbitrator has discretion on whether and how to consider such evidence.

28. Confidentiality and Privacy

(a) FairClaims and the Arbitrator shall maintain the confidential nature of the Arbitration proceeding and the Award, including the Hearing (if applicable), 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.

(c) The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities. This confidentiality clause does not apply to facts, communication, documentation or other information received or gathered outside of the FairClaims dispute resolution process.

29. Disqualification of the Arbitrator and FairClaims as a Witness or Party and Exclusion of Liability

Arbitrators, mediators, or arbitration or alternative dispute resolution organizations acting in that capacity are immune from civil liability. As such, FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator are likewise immune.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that immunity afforded by this section supplements any immunity under other law.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that the failure of an arbitrator or mediator to make any required disclosures does not cause any loss of immunity.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that in any pending or subsequent judicial, administrative, or similar proceeding, FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator are not competent to testify, and may not be required to produce records as to any statement, conduct, decision, ruling, or any other matter relating to a FairClaims arbitration or mediation proceeding. This paragraph does not apply to the extent necessary to determine any claims of FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator against a party (including its directors, employees, contractors, agents, partners, and affiliates) to a FairClaims arbitration or mediation proceeding.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that in any pending or subsequent judicial, administrative, or similar proceeding, including any actions for damages, injunctive, or declaratory relief, FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator,

and mediator are not liable to any party or witness for any act or omission in connection with the parties' arbitrations or mediations, including any decisions regarding the disqualification of an arbitrator.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator are not a necessary or proper party in any litigation or other proceeding relating to the parties' arbitration or mediation.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that if anyone commences a civil action against FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator arising from any of their services relating to the parties' arbitration or mediation, or if the parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties seek to compel FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator to testify or produce records in violation of Rule 29, and the court decides that there is immunity from civil liability or that FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator are not competent to testify or do not have to produce records, the court shall award reasonable attorney's fees and other reasonable expenses of litigation to FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, and mediator.

To the extent permitted by applicable law, the parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that in no event shall FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, or mediator be liable to the parties or witnesses for any loss of profits, use, or data, or for any incidental, indirect, special, consequential, or exemplary damages, however arising, that result from (a) the use,

disclosure, or display of information related to the parties, including a data breach; (b) the parties' use or inability to use any FairClaims service; (c) any FairClaims service generally or the software or systems that make such service available; or (d) any other interactions with FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, mediator, or any of the other parties or witnesses to the arbitration or mediation, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not FairClaims (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, or mediator have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Parties and witnesses who are California residents waive California Civil Code §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Parties and witnesses who are not California residents also waive this provision of the California Civil Code and any other similar provision of applicable state law.

General Settlement Rules

FairClaims may facilitate settlement discussions via negotiation tools, mediated chat, phone/video mediation, and other settlement offerings designed to help you reach an agreement with the other side. We have outlined rules for settling during an Arbitration above. The General Settlement Rules outlined in this Section apply to settlements made outside of arbitration.

If there is any conflict between this Section and the settlement provisions in the General Arbitration Rules Section above, the above Section shall be controlling for settlements made during Arbitration while this Section shall be controlling for settlements made outside of Arbitration.

30. Settling via the FairClaims Platform

If you settle a matter via the FairClaims platform, you agree to be bound by whatever final settlement both parties mutually agree upon.

31. Mediation and Negotiation Conduct

FairClaims is a safe space for parties to discuss their dispute. Cursing, insults, harassment and other inappropriate behavior is not allowed. If you engage in any such activity your mediation, negotiation or other settlement proceeding may be terminated at FairClaims' sole discretion.

32. Deadlines

You are generally given 7-14 days to reach a mutual settlement via FairClaims. That timeline may vary and FairClaims may extend negotiation and mediation deadlines at its sole discretion.

33. Mediators

FairClaims may provide a mediator to help facilitate your settlement discussions. In such cases, the mediator may join your online settlement chat or schedule a live mediation session via phone or video to help further facilitate resolution. It may involve one or both parties, at the Mediator's discretion. Mediator reply time may vary so it's important that you reach out to them early on in the settlement discussion process and not rely on their replies for the sake of finalizing settlement. For technical or general mediation process questions you may also reach out to the FairClaims support team at help@fairclaims.com.

Your FairClaims Mediator, if one is provided, shall be neutral and is not authorized to make a final, binding decision. However, your Mediator may from time to time have questions about specific pieces of evidence, your statement(s), or provide "gut checks" throughout the process. Your Mediator may also ask you to share evidence or provide you with informational resources, legal or otherwise. Whether and how you respond is entirely up to you.

34. Confidentiality

The Parties agree that all communications and evidence related to settlement discussions, negotiation and mediation conducted via FairClaims, whether via the platform itself or FairClaims initiated video hearings, phone calls or other discussions, will remain confidential in the interests of furthering settlement. The Parties further agree that neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities. This confidentiality clause does not apply to facts, communication, documentation or other information received or gathered outside of the FairClaims dispute resolution process.

35. Settlements Made via FairClaims

A settlement is made via FairClaims once both sides agree to the same settlement terms, though parties are welcome to execute their own written settlement agreements to formalize their agreed upon settlements. You will receive an email once a settlement is final. If you believe the settlement was made in error you must contact FairClaims at help@fairclaims.com within 72 hours to revoke the settlement agreement, or the settlement will stand.

You agree to be bound by the terms of any settlement you make via the FairClaims platform, with or without a formal settlement agreement.

36. Payment or Performance Deadline

You agree to make payment or perform on your award within 14 days of finalization of settlement, unless otherwise specified in your settlement agreement.

37. Fees

The party failing to honor their side of the settlement agrees to bear the costs of any fees associated with legal enforcement of the settlement, whether via litigation or otherwise, including but not limited to attorney's fees, court filing fees and other reasonable fees subject to court approval.