

## ODR Service Agreement

**IMPORTANT NOTICE:** THIS IS A LEGAL DOCUMENT; PLEASE SEEK LEGAL ADVICE BEFORE SIGNING  
PLEASE SEEK LEGAL ADVICE IN ORDER TO PROTECT YOUR INTERESTS

### **1. AGREEMENT TO RESOLVE DISPUTE UNDER ONLINE DISPUTE RESOLUTION MECHANISM (the “ODR Mechanism”).**

(a) The parties hereto acknowledge that their dispute (as further particularized below) (“Dispute”) is within the scope of the ODR Mechanism providing for an online dispute resolution process through negotiation, mediation, and/or binding arbitration, and hereby agree to settle their Dispute in accordance with the Jupitice ODR Rules or any other Rules as mutually agreed for the ODR Mechanism (respectively, “ODR Rules”) that are in force as at the time of the Parties’ submission of the notice for dispute resolution to Jupitice.

(b) The Parties agree to appoint Jupitice Justice Technologies Private Limited (“Jupitice”) to be the service provider to process and facilitate the resolution, determination, and settlement of their dispute in accordance with the ODR Rules.

(c) The principal law of (i) this Agreement, (ii) the parties’ negotiation, mediation, and/or arbitration process (as the case may be), and (iii) the seat of dispute resolution under the ODR Mechanism (whether by way of negotiation, mediation and/or arbitration, as the case may be) shall be Jupitice. In the event of any disputes, claims or differences arising in the future for or in reference to this Agreement arising between the Parties, the Parties shall submit any such disputes, claims or differences to be resolved by the exclusive jurisdiction of the Indian courts.

(d) The language(s) to be used in resolving the Dispute shall be English.

(e) The Parties hereby irrevocably agree and confirm that they elect to use the ODR Mechanism to resolve this particular Dispute, rather than other forums (whether online or offline) for dispute resolution. This Agreement succeeds and replaces any previous dispute resolution agreements the Parties may have made for or concerning the particular subject matter of this Dispute subject however to clause (f)(I) below.

(f) Specifically, in the event the Parties elect for binding arbitration under the ODR Mechanism for the resolution of their Dispute:

I. Any decision and award of the arbitrator under the ODR Mechanism shall be final and binding upon the Parties. For evasion of doubt, notwithstanding clause (e) above, nothing during this Agreement prevents either Party from seeking remedies of injunction (including interim/ interlocutory and permanent injunctions), specific performance, orders for preservation of evidence, assets or conduct, or the other applicable equitable relief from any court of competent jurisdiction, and any such requests shall not be deemed or construed as incompatible with the agreement to arbitrate under the ODR Mechanism or as a waiver of the right to arbitrate under the ODR Mechanism.

II. As between the Parties, the arbitrator under the ODR Mechanism has authority and power to grant interim measures and relief, including but not limited to injunctions, performance, or other applicable equitable relief (“Interim Relief”). Where an Interim Relief is enforceable by a court of skilled jurisdiction according to relevant laws, a Party’s request/application for Interim Relief shall be made to the arbitrator under the ODR Mechanism first. However, if, consistent with any applicable laws of the relevant enforcement jurisdiction(s) concerned, the arbitrator is not authorized to grant any such Interim Relief and/or any such Interim Relief would be unenforceable by the court of competent jurisdiction of the relevant enforcement jurisdiction(s) concerned, a Party may then (a) request the arbitrator to transfer the Party’s request/application for Interim Relief to the relevant court or (b) request/apply for Interim Relief from the applicable court and/or enforcement organs of the relevant jurisdiction(s) directly.

(g) Unless otherwise agreed between the Parties and/or awarded by the mediator/arbitrator under the ODR Mechanism (as the case may be), each Party shall bear its own costs and expenses concerning the present Agreement and the use of the ODR Mechanism.

(h) Each Party hereby acknowledges and agrees that Jupitice will only handle disputes involving monetary claims below the total amount of USD 100K. For disputes exceeding the amount of USD 100K, both Parties hereby agree and confirm to waive and abandon the part of a monetary claim for their dispute that is over USD 100K when submitting their Dispute for resolution under the ODR Mechanism. The Parties understand that Jupitice has the right to decline to accept their case under the ODR Mechanism if their claim exceeds this maximum monetary limit.

## **2. ARBITRATOR/ MEDIATOR**

The Parties agree to use **Mediation/Negotiation/Arbitration** for the resolution of their Dispute under the ODR Mechanism.

The Parties agree that one (1) Mediator/Arbitrator shall be appointed, and the Parties shall endeavour to agree on the appointment of a mediator/arbitrator for the dispute resolution proceedings under the ODR Mechanism.

If the Parties fail to agree on the appointment of the mediator/arbitrator, the Parties acknowledge and agree that Jupitice has the sole and absolute discretion to appoint any such other mediator(s)/arbitrator(s) as appropriate in accordance with the Jupitice ODR Rules, and Jupitice decision and appointment shall be final.

## **3. ELECTRONIC TRANSACTIONS**

Each Party shall make sure that personal data supplied by that Party to Jupitice and the mediators/arbitrators for processing under the ODR Mechanism are true and accurate, and if there are any inaccuracies in any such personal data, the Party shall promptly notify and request Jupitice to update and correct those inaccuracies.

Unless there is any relevant legal requirement under any valid laws to the contrary, both Parties agree that any documents and instruments concerning or arising from their use of the ODR Mechanism may be presented in the electronic format and executed using electronic signatures by the relevant signatories, which shall have the same legal force and effect as if the documents and instruments were accessible and implemented in a paper, including but not limited to (i) this ODR Agreement and its execution thereof, (ii) the mediated settlement agreement and the execution thereof, (iii) any other

documents, submissions and communications for or relating to the processing and resolution of this Dispute under the ODR Mechanism; and (iv) the arbitral direction, judgement and award issued by the arbitrator, and the performance thereof.

This Agreement shall be executed by the Parties in counterparts, each of which is an ingenious and together forms the same legal instrument.

#### **4. FEES FOR CLIENTS**

**4.1** Client shall pay the fee “as stated in the Service Order” in respect of the ODR Services provided by Jupitice to the clients subject to Clause

#### **4.2 Vat & Other Taxes**

Jupitice may be required by the applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we will just refer to VAT, GST and any local sales taxes collectively as “VAT”) in the jurisdiction of the ADR Practitioner (the "Taxes"). In such instances, any amounts Jupitice is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Jupitice under the Terms of Service.

#### **5. CONFIDENTIALITY AND DATA SECURITY**

The Parties agree that Jupitice shall process any personal data in accordance with the applicable personal data protection Rules, Laws and Regulations.

I acknowledge that I even have read and fully understand the above document namely, the terms of the ODR Agreement and I confirm my agreement to all the terms contained therein.

A New Justice Order!...