

UGC Arbitration — Arbitration Rules

Draft — pending review by qualified legal counsel. This document describes the platform's intended procedure and is not yet a finalized, counsel-reviewed set of arbitration rules.

1. SCOPE AND AGREEMENT TO ARBITRATE

These rules govern disputes submitted through the UGC Arbitration platform between UGC (user-generated content) creators and agencies or brands, arising out of sponsorship, content-creation, or related commercial agreements between the parties.

By filing a case, a claimant agrees to resolve the dispute through binding arbitration under these rules. A respondent agrees to be bound only after explicitly accepting a separate arbitration agreement presented when they first access the case — that acceptance is a distinct step from any account registration or general terms of service.

By filing or accepting a case, each party represents that, in relation to that case, it acts in the exercise of its trade, business, or profession and not as a private consumer within the meaning of § 13 BGB, as set out in Section 3 of the Terms of Service. This affects the form requirements applicable to this arbitration agreement under § 1031 ZPO.

2. SEAT, LANGUAGE, AND GOVERNING LAW

The seat of arbitration is Düsseldorf, Germany. Proceedings are conducted, and awards are issued, in English.

Arbitration under these rules is governed by the arbitration provisions of the German Code of Civil Procedure (Zivilprozessordnung), §§ 1025–1066 ZPO. Awards are intended to be enforceable, where applicable, under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958), to which Germany is a signatory state.

3. ARBITRATOR APPOINTMENT

Each case is decided by a sole arbitrator appointed by the UGC Arbitration platform in accordance with § 1034 ZPO. The arbitrator is selected from a pool of qualified individuals on the basis of expertise in commercial and digital-media disputes, availability, and the absence of conflicts of interest.

Each party shall receive written notice of the appointed arbitrator's name and relevant professional background before the arbitrator reviews any submission on the merits. This notice shall disclose whether the arbitrator is also the operator of the platform and shall confirm that fees payable under Section 9 do not depend on the outcome of the case, in accordance with the arbitrator's disclosure obligation under § 1036(1) ZPO.

A party that wishes to challenge the appointment may do so under the procedure set out in Section 4.

4. ARBITRATOR CHALLENGE AND RECUSAL

An arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to their impartiality or independence, in accordance with §§ 1036–1037 ZPO. A party wishing to challenge the arbitrator shall submit a written statement setting out the grounds for the challenge to the platform within seven (7) days of learning of the circumstances on which the challenge is based.

The arbitrator may voluntarily withdraw upon receiving a challenge. If the arbitrator does not withdraw within seven (7) days, the platform does not itself decide the challenge; the challenging party may instead apply directly to the Oberlandesgericht Düsseldorf, the court competent for the seat of arbitration under § 1062(1) No. 1 ZPO, which decides the challenge in accordance with § 1037(3) ZPO. If the challenge is sustained, a substitute arbitrator will be appointed under the procedure in Section 3.

5. FILING A CLAIM

A claimant files a case by submitting a statement of facts, supporting evidence, the disputed value, and the respondent's contact email, and by paying the applicable filing fee. On payment, the platform assigns a case number and notifies the respondent by email with an invitation to participate.

6. RESPONSE AND THE RESPONDENT'S RIGHTS

A respondent may review the claimant's statement and evidence before deciding whether to accept arbitration. On acceptance, the respondent has fourteen (14) days to submit a written response statement and any counter-evidence, and to pay their filing fee.

If a respondent does not submit a response within the deadline, the arbitrator may decide the case on the basis of the claimant's submission alone.

7. EVIDENCE

Each party may submit documentary evidence (contracts, correspondence, screenshots, and similar materials) in support of their position. Claimant exhibits are labeled K-1, K-2, and so on; respondent exhibits are labeled G-1, G-2, and so on, in the order submitted.

Proceedings are conducted entirely in writing. There are no oral hearings.

100,00 € (~\$108.00)–500,00 € (~\$540.00): filing fee 29,00 € (~\$31.32) per party, final fee 15% of dispute value
501,00 € (~\$541.08)–2.000,00 € (~\$2,160.00): filing fee 39,00 € (~\$42.12) per party, final fee 12% of dispute value
2.001,00 € (~\$2,161.08)–5.000,00 € (~\$5,400.00): filing fee 49,00 € (~\$52.92) per party, final fee 10% of dispute value
5.001,00 € (~\$5,401.08)–10.000,00 € (~\$10,800.00): filing fee 59,00 € (~\$63.72) per party, final fee 8% of dispute value

8. CLARIFICATION REQUESTS

The arbitrator may, at their discretion, request written clarification from either party on any point during review. The requested party has seven (7) days to respond before the arbitrator proceeds on the record as it stands.

9. FEES

Each party pays a filing fee at their respective point of submission, and the losing party pays a final fee at the conclusion of the case, calculated as a percentage of the disputed value. The filing fee already paid by the losing party is credited against the final fee owed. Both fees scale with the value in dispute, per the table below.

10. THE AWARD

The arbitrator issues a final, written award once review is complete, including the decision, the prevailing party, and the fee determination. The award is delivered to both parties as a PDF document and the case is

closed.

The award is final and binding on the parties, subject to any grounds for challenge available under the governing law referenced in Section 2.

11. CONFIDENTIALITY

Case submissions, evidence, and awards are visible only to the parties to that case and to the platform's arbitrator(s). Parties should treat the existence and content of a proceeding as confidential, except as needed to enforce or comply with an award.

12. AMENDMENTS

These rules may be updated from time to time. The version in effect at the time a case is filed governs that case through to its conclusion.

13. APPLICABLE LAW AND GAP-FILLING

Matters of procedure not expressly addressed in these rules are governed by the mandatory provisions of §§ 1025–1066 ZPO applicable to the seat of arbitration in Düsseldorf, Germany. Where the ZPO affords discretion and these rules are silent, the arbitrator shall act in accordance with the principles of equal treatment and the right to be heard (§ 1042 ZPO), and in the manner most conducive to a fair, efficient resolution of the dispute.