



SCCA Online Dispute Resolution Protocol





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Article 1: Scope of Application

1. The ODR Protocol shall apply where the parties agree in writing, and where the sum in dispute does not exceed SAR 200,000, representing the aggregate amount in claims, counterclaims, setoffs, and cross-claims, exclusive any costs of arbitration. If, after filing of the initial claim or counterclaim, a party amends its claim or counterclaim causing the sum in dispute to exceed SAR 200,000, the SCCA will continue to administer the case under the ODR Protocol unless the parties agree otherwise, or the SCCA or the arbitrator directs otherwise. The same shall apply in case of a cross-claim or setoff. After the arbitrator is appointed, no new or different claim, counterclaim, cross-claim, or setoff shall be submitted except with the Arbitrator's consent.
2. The ODR Protocol shall apply in addition to any provisions of the SCCA Arbitration Rules that are not in conflict with the ODR Protocol. If in conflict, the provisions of the ODR Protocol shall prevail.
3. The SCCA may, at any time during the arbitration proceedings, on its own initiative or upon request by a party, and after consultation with the arbitrator, decide that the ODR Protocol shall no longer apply to the case, and that the administration shall continue exclusively under the SCCA Arbitration Rules.

Article 2: Notice of Arbitration

1. A party wishing to file an arbitration under the ODR Protocol shall submit the Notice of Arbitration, along with any supporting documents, using the SCCA ODR Platform ("ODR Platform"). In addition to the information requested in Article 4 of the SCCA Arbitration Rules, the Notice of Arbitration shall also include the email addresses of the parties and, if known, of their representatives.
2. If the Notice of Arbitration is submitted through the claimant's representative, the representative shall provide a Power of Attorney with the Notice of Arbitration that warrants that the representative is authorized to act on the claimant's behalf in the ODR proceedings.
3. The SCCA filing fee as per the ODR Fee Schedule is due on the day of filing the Notice of Arbitration and, unless otherwise directed by the SCCA, shall be paid by the claimant using the ODR Platform.
4. The ODR proceedings shall be deemed to have commenced on the date the SCCA notifies the parties that the Notice of Arbitration is available on the ODR Platform.

Article 3: Response and Counterclaim

1. Within 10 days from the commencement of the ODR proceedings, the respondent shall file a Response to the Notice of Arbitration using the ODR Platform.
2. The respondent may file a counterclaim, along with any supporting documents and its and/or its representative's email address, within 10 days from the commencement of the ODR proceedings using the

ODR Platform. The respondent shall pay the SCCA filing fee using the ODR Platform. In case of party representation, Article 2(2) of the ODR Protocol shall apply. This paragraph shall equally apply in case of any cross-claim or setoff.

3. Within 10 days from the SCCA's confirmation of receipt of a counterclaim, the claimant shall file a Response to the counterclaim using the ODR Platform. The same shall apply in case of a setoff or cross-claim.
4. When no Response is filed to a claim, counterclaim, set-off, or cross-claim, such claims shall be deemed as denied by the opposing party.

Article 4: Communications, Calculation of Time Limits

1. Communications include, but are not limited to, any notifications, notices, demands, pleadings, motions, requests, submissions, statements, documents, declarations, or responses.
2. Unless otherwise directed by the SCCA, all communications between the parties, the SCCA and the arbitrator shall be exchanged using the ODR Platform.
3. The SCCA shall notify the parties and the arbitrator of the availability of any communications received on the ODR Platform. A communication shall be deemed as received by a party when the SCCA notifies the party of its availability on the ODR Platform.
4. Time limits shall be calculated from the date the SCCA has made a notification in accordance with paragraph 3 of this provision. The SCCA may, in its sole discretion, extend any deadlines for a reasonable amount of time. Once appointed, the arbitrator shall make such determinations.

Article 5: Arbitrator Appointment and Challenge

1. The SCCA shall promptly appoint a sole arbitrator who shall disclose any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence. If after the appointment circumstances arise that may give rise to such doubts, the arbitrator or party shall promptly disclose such information to all parties and the SCCA. Upon receipt of such information from the arbitrator or party, the SCCA shall communicate it to all parties.
2. Any challenge of the arbitrator shall be submitted using the ODR Platform within two business days of the communication by the SCCA to the parties of the arbitrator's appointment and the circumstances disclosed. Absent any challenge by this deadline, the arbitrator shall be reaffirmed. If a challenge has been submitted, the SCCA shall invite the other party to submit comments. The SCCA shall then determine, in its sole discretion, whether to reaffirm or replace the arbitrator.

Article 6: Deposits

Upon appointment of the arbitrator, the claimant shall pay additional deposits for SCCA administrative fees and arbitrator fees as per the ODR Fee Schedule using the ODR Platform.

Article 7: Place of Arbitration

Unless otherwise agreed by the parties, the place of arbitration shall be Riyadh, Kingdom of Saudi Arabia.

Article 8: Language of Arbitration

Unless otherwise agreed by the parties, the language of arbitration shall be Arabic.

Article 9: Conduct of Proceedings

1. The arbitrator shall conduct the ODR proceedings in such manner as he or she deems appropriate, provided that the parties are treated on an equal basis and that each party has the right to be heard and is given a fair opportunity to present its case.
2. The arbitrator shall manage the ODR proceedings with a view to maintaining efficiency and economy while expediting the resolution of the dispute.
3. The arbitrator and the parties should endeavor to avoid unnecessary delay or expense while at the same time avoiding surprises, assuring equal treatment, and safeguarding each party's opportunity to present its claims and defenses fairly.

Article 10: Award Based on Communications, Oral Hearing

1. The arbitrator shall issue the final award based on the communications submitted by the parties. The arbitrator may, in his or her sole discretion, request for additional information or evidence from the parties as he or she deems appropriate.
2. If the parties so agree or the arbitrator deems it appropriate, an oral hearing shall be held via phone or video conference under the following conditions:
 - a) Unless otherwise directed by the arbitrator, the oral hearing shall not exceed one day;
 - b) The parties shall inform each other, the arbitrator, and the SCCA of the names of all participants in advance of the oral hearing. Persons not involved in the proceedings shall not be admitted unless approved by the parties and the arbitrator prior to the oral hearing;
 - c) Any unauthorized transcript, stenographic record, or any other form of recording is prohibited. A party desiring a transcript, stenographic record, or other form of recording may arrange for one only after prior written consent from all parties and the arbitrator;

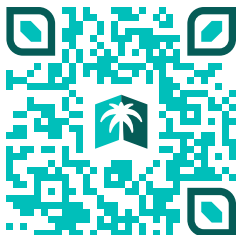
- d) The parties shall pay the costs of the oral hearing in advance on an equal basis, subject to reallocation by the arbitrator in the final award.

Article 11: Final Award

1. The arbitrator shall issue the final award within 30 days of his or her appointment or, in case of a challenge, the date of his or her reaffirmation. In exceptional circumstances, the SCCA may extend this time limit, in its sole discretion, as it deems appropriate.
2. The final award shall state the reasons upon which it is based and shall allocate the costs of arbitration among the parties.
3. Before signing the final award, the arbitrator shall transmit it in draft form to the SCCA. No award shall be issued by the arbitrator until it has been reviewed by the SCCA as to its form. The SCCA shall communicate the final award using the ODR Platform, which shall constitute proper service on the parties. Where requested by the SCCA or a party, or where required by law, the arbitrator shall provide the SCCA with one or more signed original hard copies of the final award for circulation to the parties.
4. The final award shall be binding on the parties and shall constitute a duly executed final award for purposes of enforcement.
5. If applicable law requires an award to be filed or registered, the arbitrator shall cause such requirement to be satisfied. It is the responsibility of the parties to bring such requirements or any other procedural requirements of the place of arbitration to the attention of the arbitrator.

Article 12: Suitability, Adequacy, Risks, Exclusion of Liability

1. Parties agreeing to the ODR Protocol confirm that they have made their own enquiries as to the ODR Platform's suitability and adequacy for use in the proceedings and that assume their liability and all risks relating to the use of this technology, including any risks relating to security, privacy, and confidentiality.
2. The arbitrator, the SCCA and its employees, the SCCA Board, and the SCCA Committee shall not be liable to any person for any act or omission in connection with the arbitration or any operation of the ODR Platform, except to the extent that such limitation of liability is prohibited by applicable law.



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