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Analysis and Proposal for Incorporation of Substantive Principles for ODR Claims and Relief into Article 4 of the Draft Procedural Rules

**Note submitted by the Center for International Legal Education
(CILE)**

Note by the Secretariat

In preparation for the twenty-fifth session of Working Group III (Online Dispute Resolution), the Center for International Legal Education (CILE) on 12 March 2012 submitted to the Secretariat the note attached hereto as an annex concerning an analysis and proposal for incorporation of substantive principles for ODR claims and relief into article 4 of the draft procedural rules.

The document in the attached annex is reproduced in the form in which it was received by the Secretariat.

I. The Purpose of This Note

UNCITRAL Working Group III has undertaken to prepare a framework for a global system of online dispute resolution (ODR). This work began in December 2010, with additional sessions in May 2011 and November 2011. The next session is scheduled for 21-25 May 2012.

While the work to date has focused on the procedural rules, the full set of instruments must be based on common understandings of what can, and cannot, be accomplished in an ODR system that is designed to be **simple, efficient, effective, transparent, and fair**.



The Center for International Legal Education of the University of Pittsburgh School of Law has undertaken, in particular, consideration of the third document indicated by the Working Group, substantive legal principles for resolving disputes. This analysis has led to the conclusion that the goals of simplicity, efficiency, effectiveness, transparency, and fairness might be achieved by replacing a separate document on substantive legal principles with an expanded approach to the forms now included as annexes to Article 4 of the Draft Procedural Rules.

This note proposes that, instead of a separate document on substantive legal principles, the same goals be accomplished by providing clear and transparent methods for submitting specific fact-based claims and requesting specific relief in the forms now included as annexes to Article 4 of the Draft Procedural Rules. Thus, the substantive rules for resolving these fact based claims would be implied in the structure of claims that may be brought and relief that may be granted in the ODR system. This structure would reduce (and perhaps eliminate) the need for reference to and determination of applicable substantive national law or the need to develop more extensive substantive non-national rules for resolving disputes. See Article 35 of the UNCITRAL Arbitration Rules and Article 28(1) of the UNCITRAL Model Law on International Commercial Arbitration.

Because it is helpful first to understand the background to the decision to develop non-national substantive legal principles as well as the core principles on which the proposal in this Note is based, the following discussion begins with a discussion of the background (Part II), and a review of core principles (Part III), and then follows with a draft of the forms required under Article 4 of the Draft Procedural Rules (Part IV). Those draft forms incorporate what we hope are clear, transparent, and easily applied options for asserting specific claims and requests for relief.

This proposal results, in part, from a previous CILE analysis of the types of claims and options for relief that are used most commonly in existing ODR systems, and in particular those provided in credit card charge-back arrangements. The report of this earlier analysis by CILE is available upon request from Professor Ronald A. Brand (rbrand@pitt.edu).

II. Background

In the concluding remarks to the 23 April 2010 Note by the Secretariat, Possible future work on online dispute resolution in cross-border electronic commerce transactions, A/CN.9/706, at para. 50, noting the colloquium, entitled “A Fresh Look at Online Dispute Resolution and Global E-Commerce: Toward a Practical and Fair Redress System for the 21st Century Trader (Consumer and Merchant),” which was held in Vienna on 29 and 30 March 2010, it was stated:

50. The commonly shared view expressed during the Colloquium was that traditional judicial mechanisms for legal recourse do not offer an adequate solution for cross-border electronic commerce disputes, and that the solution — providing a quick resolution and enforcement of disputes across borders — lies in a global online dispute resolution system for small value, high volume business-to-business and business-to-consumer disputes. It was also underlined that electronic commerce cross-border disputes, which will form a significant proportion of complaints in the coming

years, **require tailored mechanisms that do not impose costs, delays and burdens that are disproportionate to the economic value at stake.** It was acknowledged that many challenges face the creation of a system that would meet the needs of all parties involved, and take account of cultural, jurisdictional and linguistic differences.

In the same document (A/CN.9/706) at para. 16, the benefits of consumer choice based on clear and adequate notice, and the ability to use a set of rules not requiring reference to any one national legal system were noted:

16. Some regulatory options for furthering development of European consumer and contract laws, including online dispute resolution, were mentioned. **One of the most feasible, it was said, would be an optional instrument for resolution of business-to-consumer transactions (referred to as the “Blue Button”).** The proposed blue button online dispute resolution system would not be applicable automatically. **Adoption of this procedure would be made by party agreement. For instance, a seller could display on the e-shop website an icon indicating that the client (whether consumer or otherwise) could agree by clicking on the “Blue Button” to make the substantive and procedural legal principles contained in the optional instrument applicable to the transaction concluded between the parties. Participants to the Colloquium explained that adoption of this online procedure would facilitate expeditious and economical resolution of disputes based on the agreement of the parties and thereby eliminate the need to resolve difficult problems such as those pertaining to jurisdiction and applicable law.**

In the 13 October 2010 Note by the Secretariat, Online dispute resolution for cross-border electronic commerce transactions, A/CN.9/WG.III/WP.105, at para. 76, it was stated:

76. Arbitrations are conducted under the applicable substantive and procedural laws that may be agreed upon by the parties or designated otherwise. **An effective instrument on international ODR might address the issue of certainty as to the applicable law.**

In the 17 January 2011 Report of Working Group III (Online Dispute Resolution) on the work of its twenty-second session (Vienna, 13-17 December 2010), A/CN.9/716, at paras. 101 and 103, it was further stated:

101. Many delegations supported the approach of using equitable principles, codes of conduct, uniform generic rules or sets of substantive provisions — bearing in mind the need for a high consumer protection content — as the basis for deciding cases, thus avoiding complex problems that may arise in the interpretation of rules as to applicable law. Reference was made in this regard to the GDBe-Consumers International Agreement. **It was said that in any event most of the cases dealt with in ODR could be decided on the basis of the terms of the contract, with little need for resort to complex legal principles, and that any rules devised for ODR should be simple, expeditious and flexible.** Some delegations characterized the need as being for a body of general legal principles applicable to a limited fact-based system, which would avoid having to deal with issues of applicable law and jurisdiction.

103. It was suggested that the Secretariat could present options on the issue of applicable law — taking into account the suggestions that had been made during the discussion — to the Working Group at a future meeting, and also that consideration be given as to what interim measures might apply in the period before work on substantive provisions was completed.

In the same document, at para. 115 (a), it was further stated:

115. The Working Group requested that the Secretariat, subject to availability of resources, prepare the following for a future meeting:

(a) **Draft generic procedural rules for ODR**, including taking into account: the types of claims with which ODR would deal (B2B and B2C cross-border low value, high-volume transactions); initiation of the online procedure; alerting parties to any agreement with regard to dispute settlement that might be entered into at the time of contracting; stages in the dispute settlement process — including negotiation, conciliation and arbitration; **describing substantive legal principles, including equitable principles, for deciding cases and making awards**; addressing procedural matters such as representation and language of proceedings; the application of the New York Convention, as discussed; reference to rules of other ODR systems; setting out options, where appropriate;

In the 3 June 2011 Report of Working Group III (Online Dispute Resolution) on the work of its twenty-third session (New York, 23-27 May 2011), A/CN.9/721, at para. 52, it was further stated:

52. There was broad support for a proposal to replace the current wording of paragraph (4) [of Article 1 of the Draft Procedural Rules] with the following:

“The Rules are intended for use in conjunction with an online dispute resolution framework that consists of the following documents which are attached to these Rules as Annexes and form part of these Rules:”

“(a) Substantive legal principles for deciding cases;”

“(b) Guidelines for ODR providers and arbitrators;”

“(c) Minimum requirements for ODR providers and arbitrators, including common communication standards and formats and also including accreditation and quality control; and”

“(d) Cross-border enforcement mechanism.”

In the 28 February 2012 Note by the Secretariat, Online dispute resolution for cross-border electronic commerce transactions: draft procedural rules, A/CN/WG.III/WP.112, at para. 8, it was noted that the draft preamble to the procedural rules now reads:

1. The UNCITRAL online dispute resolution rules (“the Rules”) are intended for use in the context of cross-border low-value, high-volume transactions conducted by use of electronic communication.

2. **The Rules are intended for use in conjunction with an online dispute resolution framework that consists of the following documents which [are attached to the Rules as an Appendix and] form part of the Rules:**

[(a) Guidelines and minimum requirements for online dispute resolution providers;]

[(b) Guidelines and minimum requirements for neutrals;]

[(c) **Substantive legal principles for resolving disputes;**]

[(d) Cross-border enforcement mechanism;]

[...];

In the 21 November 2011 Report of Working Group III (Online Dispute Resolution) on the work of its twenty-fourth session (Vienna, 14-18 November 2011), A/CN.9/739, at para. 21, it was noted that, in considering these documents to be created,

21. **The Working Group considered whether the separate documents should be attached to the Rules as annexes or be set out separately elsewhere** (A/CN.9/721, para. 53). After discussion, it was agreed to remove the square brackets from the phrase “which are attached to the Rules as Annexes and form part of the Rules” and to proceed with deliberation as to the contents of the documents enumerated in paragraph (2). It was noted that the list of documents was not exhaustive and that additional documents might be added.

Thus, the current approach is to create four separate documents to accompany the procedural rules.

III. Core Principles Underlying a Global ODR System

The following is a list of those core principles, which are relied upon in the creation of the proposal set forth in Part IV of this note:

(1) **The ODR system must recognize that alternatives for efficient and effective dispute resolution do not currently exist for cross-border, high-volume, low-value electronic transactions.**

(2) **The ODR system will not work unless it is simple, efficient, effective, transparent, and fair.** Only a system that has these characteristics will invite the trust of both merchants and purchasers (including consumers) to enter into cross-border, high-volume, low-value electronic transactions that otherwise create risks that keep both sellers and buyers from entering into such transactions. The process of developing the system must recognize that both sellers and buyers require insurance that their interests will be protected in order to generate the proper level of trust in that system. If either sellers or buyers opt out of, or are inadequately protected by, the system, then it simply will not work.

(3) **Simplicity and efficiency require as few exclusions from scope as possible.** A system that begins with computer-based communication and analysis will not easily allow determinations that require human discretion or the application of

difficult definitions designed to distinguish between types of parties to a dispute. As has been repeatedly recognized in the Commission and in Working Group III, it is practically and theoretically difficult to make a distinction not only between business-to-business and business-to-consumer transactions but also between merchants and consumers. See July 2010 Report of the United Nations Commission on International Trade Law, A/65/17, at para. 256; 3 June 2011 Report of Working Group III (Online Dispute Resolution) on the work of its twenty-third session (New York, 23-27 May 2011), A/CN.9/721, at para. 37.

(4) **Simplicity, efficiency and effectiveness require that the ODR system be self-contained and avoid the need for reference to national rules of private international law.** A uniform system that relies on the differences that exist in national rules of private international law will create disparate results depending on factors such as the location of parties and the need to “locate” the transaction. This would create difficulties that should not occur in the system. Additionally, there is no clear understanding internationally on how such determinations of applicable national law should be made (e.g. country-of-contract, country-of-origin, country-of-destination, or most significant relationship approach). Stated more simply, **efficiency and effectiveness** require that the system avoid the trap of thinking that rules of private international law can be used to protect the weaker party in cross-border, high-volume, low-value electronic transactions.

(5) **Efficiency, effectiveness, and transparency require that the ODR system encourage dispute resolution that results in a binding decision.** It does little good to provide dispute settlement that still allows parties to re-litigate what has already been decided. This is very different, however, from the question of retaining the option to go to national courts or utilize other dispute resolution mechanisms for resolution of claims that are outside the ODR system. (See Principle 9, below.)

(6) **Efficiency, effectiveness, and transparency require that the ODR system allow ODR providers to incorporate automatic methods for the enforcement of decisions** (e.g., charge-back methods or automatic payment reversal).

(7) **Transparency and fairness require** that a party to a cross-border, high-volume, low-value electronic transaction receive **clear notice of the dispute resolution option and a separate opportunity to choose not to engage in a transaction** if that party decides to avoid the dispute resolution process that is offered.

(8) **Fairness** requires that the ODR system be **designed so that states may agree that the system itself is simple, efficient, effective, and transparent.** Private international law rules that exist to protect “weaker” parties from unfair procedures are not necessary when states agree at the outset that the system of dispute resolution operates to provide adequate protection of the weaker party. Thus, the fairness of the system itself is the ultimate test of the simplicity, efficiency, effectiveness, and transparency required to replace protective rules of private international law. If states find the system to meet these tests, then the system itself will replace the need for “protective” rules of private international law, and will itself result in the type of consumer (and other) protection often sought by such rules of national law. This is one of those instances where a uniform system of rules applied on a comprehensive basis is much better than reliance on national rules of private international law or national rules of consumer protection. **Simplicity,**

efficiency, effectiveness, and transparency can only result if there is a single, self-contained system, with as few opportunities as possible for divergence from that system through national law.

(9) **Simplicity and effectiveness require** that, at the outset, the substantive legal principles to be applied in the ODR process relate to **a focused and limited set of fact based claims** that may be brought and **a focused and limited set of remedies** that may be assessed. Existing ODR systems for online transactions have demonstrated that the vast majority of disputes in high-volume, low-value online transactions lend themselves to a small, discrete set of claims and remedies. More complex issues and claims (e.g., bodily harm, consequential damages, and debt collection) should be excluded from the ODR system. See 21 November 2011 Report of Working Group III (Online Dispute Resolution) on the work of its twenty-fourth session (Vienna, 14-18 November 2011), A/CN.9/739, at paras. 18-19 and 76.

IV. Proposal for Inclusion of Substantive Principles in the Forms to be Annexed to Article 4 of the Draft Procedural Rules

A. The Current Draft of Article 4 of the Procedural Rules

Article 4 of the Draft Procedure Rules, reads as follows (including changes resulting from the November 2011 Working Group session):

Draft article 4 (Commencement)

“1. The claimant shall communicate to the ODR provider a notice in accordance with the form contained in annex A. The notice should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

“2. The notice shall then be communicated by the ODR provider to the respondent[promptly] [without delay].

“3. The respondent shall communicate to the ODR provider a response to the notice in accordance with the form contained in annex B within [seven (7)] calendar days of receipt of the notice. The response should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.

“4. ODR proceedings shall be deemed to commence on the date of receipt by the ODR provider at the ODR platform of the notice referred to in paragraph (1).

“[5. The respondent may, in response to the notice communicated by the claimant, communicate a claim which arises out of the same transaction [or same factual circumstances] identified by the claimant in the notice [with the same ODR provider] ('counter-claim').] The counter-claim shall be initiated no later than [seven (7)] calendar days [after the notice of the first claim is [communicated to][received by] the respondent]. [The counter-claim shall be

dealt with in the ODR proceeding together with the [first claim][notice by the claimant].]”

Annex A

“The notice shall include:

“(a) the name and designated electronic address of the claimant and of the claimant’s representative (if any) authorized to act for the claimant in the ODR proceedings;

“(b) the name and electronic addresses of the respondent and of the respondent’s representative (if any) known to the claimant;

“(c) the grounds on which the claim is made;

“(d) any solutions proposed to resolve the dispute;

“(e) a statement that the claimant agrees to participate in ODR proceedings [or, if applicable, a statement that the parties have an agreement to resort to ODR proceedings in case of any dispute arising between them];”

“(f) a statement that the claimant is not currently pursuing other remedies against the respondent with regard to the specific dispute in relation to the transaction in issue;

“(g) the location of the claimant;

“[(h) the preferred language of proceedings;]

“(i) the signature of the claimant and/or the claimant’s representative in electronic form including any other identification and authentication methods;

“[...].”

Annex B

“The response shall include:

“(a) the name and designated electronic address of the respondent and the respondent’s representative (if any) authorized to act for the respondent in the ODR proceedings;

“(b) a response to the statement and allegations contained in the notice;

“(c) any solutions proposed to resolve the dispute;

“[(d) a statement that the respondent agrees to participate in ODR proceedings];

“(e) a statement that the respondent is not currently pursuing other remedies against the claimant with regard to the specific dispute in relation to the transaction in issue;

“(f) the location of the respondent;

“[(g) the preferred language of proceedings;]

“(h) the signature of the respondent and/or the respondent’s representative in electronic form including any other identification and authentication methods;

“[...]”

B. The Proposal

The proposal here is to use the forms for submission of claims to the ODR system to both state and limit the types of claims that may be brought and the types of relief that may be granted in the ODR system. Thus, a party to an online transaction may initiate a claim by using the requisite form. Because that form will provide a clear list of claims that may be brought, and a clear list of relief that may be requested, it will serve to:

- (1) effectively define the substantive rules to be applied by listing the claims and relief available;
- (2) eliminate the need for reference to additional substantive rules outside those implied in the forms;
- (3) avoid the need for reference to applicable law outside the system because there will be no need for consideration of claims or relief not listed on the forms; and
- (4) make clear (by allowing no other claims or relief) that types of relief not available through submission of the forms is not available in the ODR system and is thus left to other dispute resolution methods.

Set forth below is a partial draft of possible forms to be provided as annexes to Article 4 of the Draft Procedural Rules. This is by no means intended to be complete. It includes proposed claim forms to be submitted by a buyer of goods as well as a buyer of services. It also includes proposed claim forms to be submitted by a seller in response to such claims. ** A more complete analysis may determine that full drafts of possible reply forms for a buyer will not be necessary, as the claim and relief checked by the claimant-seller will necessarily narrow the available responses. At this stage, it may be that the ODR provider should be given some latitude in determining the way the reply is made and how its particular system works.

An alternative approach may be to set out in the annexes to Article 4 the list of claims and remedies available within the system — letting each ODR provider develop its own forms consistent with (and limited by) that list. This would have a similar effect of giving practical implementation to the substantive rules indicated by each type of claim and each type of relief that would be available — through incorporation into Article 4 of the Procedural Rules.

The advantage to this type of approach, over a separate set of substantive legal principles, is that it makes the system fully self-contained, removing the need for any possible gap-filling in a set of substantive legal principles that might require reference to national law through rules of applicable law. This could remove a number of the more difficult issues from the ODR system (e.g., whether we would have any special rules or distinctions for consumer transactions, the

cumbersomeness of addressing rules of applicable law in a system designed to be simple).

Annex A1
Claim to be filed by Buyer as Claimant

(a) Claimant (buyer) information

Identity of buyer disclosed in original purchase transaction:

Electronic address for purposes of notification in ODR proceedings:

Name of Claimant's representative (if any) authorized to act for claimant in the ODR proceedings (including representative's electronic address if different from above):

(b) the name and electronic addresses of the Respondent and of the Respondent's representative (if any) known to the Claimant

(c) order number, date of purchase, and other information available that identifies the transaction from which the dispute has arisen

(d) source of the agreement to submit to this online dispute resolution

(e) Complaint and Remedy Requested

(1) If the transaction was for the sale of goods, complete this section:

(A) Complaint by Claimant-Buyer of Goods:

Claimant (buyer) must check one (and only one) numbered item out of the following list:

(1) __ I did not receive the goods at all

(2) __ I received the goods, but only after _____ (date) on which they should have been delivered. The actual date of receipt was _____.

(3) __ I received the goods in the time required, but (check only one lettered item from the following list):

(a) __ what I received was entirely different from what I ordered

(b) __ the item was the wrong

__ size

__ colour

__ (other: explain _____)

(c) __ the item is missing parts or components

(d) __ the item was found to be defective during the first use in the following way:

(e) __ the item is a different version or edition than that displayed in the listing for which the contract was formed

(f) __ the item was described as authentic, but was not

(g) __ the item is missing major parts or features, and this was not described in the listing

(h) __ the item was damaged during shipment

(i) __ the buyer received the incorrect number/amount of the item

(4) __ I cancelled the purchase, but was charged anyway

(5) __ I paid for the goods, but the seller charged me multiple times instead of only once

(6) __ I did not purchase the goods at all, but was charged anyway

(B) Request for Relief by Claimant-Buyer of Goods:

Claimant (buyer) must check one (and only one) numbered item out of the following list:

(1) __ I want a full refund of the money I paid to the Respondent (seller) and will return any goods I have received to the Respondent (seller)

(2) __ I want to receive the goods I originally ordered from the Respondent (seller)

(3) __ I want to have the goods I received repaired by the Respondent (seller) to the quality I ordered

(4) __ I want to keep the goods and receive a partial refund of the purchase price from the Respondent (seller), in the amount of _____ (which is the excess of the price I paid over the value of the goods I actually received)

(C) Claimant’s signature (or the signature of Claimant’s representative listed above) in electronic form [including any other identification and authentication methods]

Date: _____

(2) If the transaction was for the sale of services, complete this section:

(A) Complaint by Claimant-Buyer of Services:

Claimant (buyer) must check one (and only one) numbered item out of the following list:

- (1) __ I did not receive the services at all
- (2) __ I received the services, but only after _____ (date) on which they should have been delivered. The actual date of receipt was _____.
- (3) __ I received the services in the time required, but (check only one lettered item from the following list):
 - (a) __ what I received was entirely different from what I ordered
 - (b) __ the services received were defective in the following way:

- (4) __ I cancelled the purchase before the services were performed, but was charged anyway
- (5) __ I paid for the services, but the seller charged me multiple times instead of only once
- (6) __ I did not purchase the services at all, but was charged anyway

(B) Request for Relief by Claimant-Buyer of Services:

Claimant (buyer) must check one (and only one) numbered item out of the following list:

- (1) __ I want a full refund of the money I paid to the Respondent (seller)
- (2) __ I want to receive the services I originally ordered from the Respondent (seller)
- (3) __ I want to have additional services performed so that what I receive corresponds exactly to what I contracted to receive
- (4) __ I want to keep the services I received and receive a partial refund of the purchase price from the Respondent (seller), in the amount of _____ (which is the excess of the price I paid over the value of the services I actually received)

Claimant's signature (or the signature of Claimant's representative listed above) in electronic form [including any other identification and authentication methods]:

Date: _____

Annex B1
Response to be Filed by Seller as Respondent

(a) Respondent (seller) information

Name and address:

Electronic address for purposes of notification in ODR proceedings:

Name of Respondent's representative authorized to act for claimant in the ODR proceedings (including representative's electronic address if different from above):

(b) Response to Complaint and Position Regarding Remedy Requested

A. If the transaction was for the sale of goods, complete this section:

Response by Respondent Seller of Goods:

Respondent (seller) will be given the option to respond only to the claim claimed breach asserted by the Claimant (buyer). Thus, the Respondent will receive only one of the following options, and must select only one response to the option from the options provided:

If the Claimant (buyer) selected

(1) __ I did not receive the goods at all

Then the Respondent (seller) must check one of the following:

(1) __ The ordered item was delivered/sent to the buyer on _____ (date)

(2) __ Please wait a few more days, the ordered item was shipped to you on _____ (date)

(3) __ The ordered item was not delivered and a full refund of the purchase price will be made

If the Claimant (buyer) selected

(2) __ I received the goods, but only after _____ (date) on which they should have been delivered. The actual date of receipt was _____.

Then the Respondent (seller) must check one of the following:

(1) ___ The ordered item was delivered/sent to the buyer on _____ (date).
This ___ was/ ___ was not (check one) within the time required by the contract.

If the Claimant (buyer) selected

(3) ___ I received the goods in the time required, but (check only one lettered item from the following list):

(a) ___ what I received was entirely different from what I ordered

(b) ___ the item was the wrong

___ size

___ colour

___ (other: explain _____)

(c) ___ the item is missing parts or components

(d) ___ the item was found to be defective during the first use in the following way:

(e) ___ the item is a different version or edition than that displayed in the listing for which the contract was formed

(f) ___ the item was described as authentic, but was not

(g) ___ the item is missing major parts or features, and this was not described in the listing

(h) ___ the item was damaged during shipment

(i) ___ the buyer received the incorrect number/amount of the item

Then the Respondent (seller) must check one of the following:**If the Claimant (buyer) selected**

(4) ___ I cancelled the purchase, but was charged anyway

Then the Respondent (seller) must check one of the following:**If the Claimant (buyer) selected**

(5) ___ I paid for the goods, but the seller charged me multiple times instead of only once

Then the Respondent (seller) must check one of the following:

If the Claimant (buyer) selected

(6) __ I did not purchase the goods at all, but was charged anyway

Then the Respondent (seller) must check one of the following:

Request for Relief by Respondent-Seller of Goods:

Respondent (seller) must check one (and only one) numbered item out of the following list:

If the Claimant (buyer) selected

(1) __ I want a full refund of the money I paid to the Respondent (seller) and will return any goods I have received to the Respondent (seller)

Then the Respondent (seller) must check one of the following:

If the Claimant (buyer) selected

(2) __ I want to receive the goods I originally ordered from the Respondent (seller)

Then the Respondent (seller) must check one of the following:

If the Claimant (buyer) selected

(3) __ I want to have the goods I received repaired by the Respondent (seller) to the quality I ordered

Then the Respondent (seller) must check one of the following:

If the Claimant (buyer) selected

(4) __ I want to keep the goods and receive a partial refund of the purchase price from the Respondent (seller), in the amount of _____ (which is the excess of the price I paid over the value of the goods I actually received)

Then the Respondent (seller) must check one of the following:

(d) The Respondent-Seller agrees to participate in ODR proceedings;

(f) The Respondent-Seller is not currently pursuing other remedies against the claimant with regard to the transaction in issue;

Respondent's signature (or the signature of Respondent's representative listed above) in electronic form [including any other identification and authentication methods]:

Date: _____

If the Claimant (buyer) selected

(3) __ I want to have the goods I received repaired by the Respondent (seller) to the quality I ordered

Then the Respondent (seller) must check one of the following:**If the Claimant (buyer) selected**

(4) __ I want to keep the goods and receive a partial refund of the purchase price from the Respondent (seller), in the amount of _____ (which is the excess of the price I paid over the value of the goods I actually received)

Then the Respondent (seller) must check one of the following

- (d) The Respondent-Seller agrees to participate in ODR proceedings;
- (f) The Respondent-Seller is not currently pursuing other remedies against the claimant with regard to the transaction in issue;

Respondent's signature (or the signature of Respondent's representative listed above) in electronic form [including any other identification and authentication methods]:

Date: _____

Annex A2
Claim to be filed by Seller as Claimant

(a) Claimant (seller) information

Name and address:

Electronic address for purposes of notification in ODR proceedings:

Name of Claimant's representative (if any) authorized to act for claimant in the ODR proceedings (including representative's electronic address if different from above):

(b) the name and electronic addresses of the Respondent and of the Respondent's representative (if any) known to the Claimant

(c) order number, date of purchase, and other information available that identifies the transaction from which the dispute has arisen

(d) source of the agreement to submit to this online dispute resolution

(e) Complaint and Remedy Requested

(1) If the transaction was for the sale of goods, complete this section:

(A) Complaint by Claimant-Seller of Goods:

Claimant (seller) must check one (and only one) numbered item out of the following list:

- (1) I did not receive any payment for the goods provided
- (2) I received only _____ of the total purchase price of _____.

(B) Request for Relief by Claimant-Seller of Goods:

Claimant (seller) must check one (and only one) numbered item out of the following list:

- (1) I want to receive payment of the unpaid portion of the purchase price
- (2) I want the goods to be returned in the original condition

(2) If the transaction was for the sale of services, complete this section:

(A) Complaint by Claimant-Seller of Services:

Claimant (seller) must check one (and only one) numbered item out of the following list:

- (1) I did not receive any payment for the services provided
- (2) I received only _____ of the total price of _____.

(B) Request for Relief by Claimant-Seller of Services:

Claimant (seller) must check one (and only one) numbered item out of the following list:

- (1) I want to receive payment of the unpaid portion of price of the services provided

(2) __ I want the following alternative relief:

Claimant's signature (or the signature of Claimant's representative listed above) in electronic form [including any other identification and authentication methods]:

Date: _____

Annex B2
Response to be Filed by Seller as Respondent

(a) Respondent (buyer) information

Identity of buyer disclosed in original purchase transaction:

Electronic address for purposes of notification in ODR proceedings:

Name of Respondent's representative authorized to act for claimant in the ODR proceedings (including representative's electronic address if different from above):

(b) Response to Complaint and Position Regarding Remedy Requested

A. If the transaction was for the sale of goods, complete this section:

Response by Respondent Buyer of Goods:

(A) Response by Respondent-Buyer of Goods:

Respondent (buyer) must check one (and only one) numbered item out of the following list:

- (1) __ I have paid the purchase price in full
- (2) __ I am ready to pay the unpaid portion of the purchase price
- (3) __ I believe I am not obligated to pay the unpaid portion of the purchase price for the following reason:

(2) If the transaction was for the sale of services, complete this section:

(A) Complaint by Respondent-Buyer of Services:

Respondent (buyer) must check one (and only one) numbered item out of the following list:

- (1) I have paid the purchase price in full
- (2) I am ready to pay the unpaid portion of the purchase price
- (3) I believe I am not obligated to pay the unpaid portion of the purchase price for the following reason:

Respondent's signature (or the signature of Respondent's representative listed above) in electronic form [including any other identification and authentication methods]:

Date: _____
