

SCIA Online Arbitration Rules

Effective as from 21 February 2019

MODEL ARBITRATION CLAUSE

Any dispute arising from or in connection with this Contract shall be submitted to Shenzhen Court of International Arbitration (the SCIA) for online arbitration. The Parties hereby agree that the arbitration documents shall be delivered to the following electronic addresses:

Party A's E-Mail: _____ Mobile Phone No.: _____

Party B's E-Mail: _____ Mobile Phone No.: _____

Party C's E-Mail: _____ Mobile Phone No.: _____

When a Party changes its e-mail address or mobile phone number, it shall immediately give a written notice to other Parties.

Shenzhen Court of International Arbitration Online Arbitration Rules

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Shenzhen Court of International Arbitration Online Arbitration Rules

CHAPTER I GENERAL PROVISIONS

Article 1 Purpose

These Rules are formulated by the Shenzhen Court of International Arbitration (also known as the Shenzhen Arbitration Commission and the South China International Economic and Trade Arbitration Commission, formerly known as the China International Economic and Trade Arbitration Commission South China Sub-commission, and the China International Economic and Trade Arbitration Commission Shenzhen Sub-commission) (hereinafter, the “SCIA”) in accordance with the SCIA Arbitration Rules to resolve commercial disputes between equal parties through impartial and efficient online arbitration.

Article 2 Definitions

1. “Online arbitration” refers to a dispute resolution method of conducting arbitration by use of the Internet or other information technologies.
2. “Online Arbitration Service Platform” refers to a dedicated platform for the SCIA to handle arbitration cases and for the parties to conduct arbitral activities.
3. “Electronic data” refers to information generated from e-mail,

electronic data exchange, online chat record, blog, microblog, instant message, text message, electronic signature, domain name, or information stored in an electronic medium.

4. “Online video hearing” means hearings held through online video or other forms of electronic communication.

Article 3 Scope of Application

1. For disputes arising from online transactions or other commercial disputes, where the parties agree to submit their dispute to the SCIA for online arbitration (also known as Internet arbitration, electronic arbitration, network arbitration, and other similar names), the parties shall be deemed to have agreed to arbitration by the SCIA in accordance with these Rules.
2. Any matter not covered by these Rules shall be governed by the SCIA Arbitration Rules.

Article 4 Data Storage and Usage

The Online Arbitration Service Platform shall store and use dispute-related data in compliance with the provisions of the Cybersecurity Law of the People’s Republic of China and other applicable laws and regulations.

Article 5 Requirements for Online Arbitration

Parties who have agreed to conduct online arbitration are required to possess the equipment and technical capacity necessary for online arbitration, including but not limited to the ability to use e-mail and other electronic communication tools and to participate in online video

hearings; failing which, the SCIA may decide to accept and handle the case in accordance with the SCIA Arbitration Rules.

Article 6 Hearing of Online Arbitration

Online arbitration cases shall be heard online. Case acceptance, payment of fees and costs, service, exchange of evidence, hearing, mediation, rendering of an award, and other procedures related to online arbitration cases shall in general be conducted online.

Article 7 Identity Verification and Signature

1. Where the parties participate in arbitration through the Online Arbitration Service Platform, they shall complete the identification procedure through such online approaches as identification and/or license checks, biometric identification, or certification by a national unified identity platform, and obtain a dedicated account for logging into the Online Arbitration Service Platform.
2. Any act performed on the Online Arbitration Service Platform by login with a dedicated account shall be deemed as an act of the person having been identified, unless it is caused by a technology induced-system error of the Online Arbitration Service Platform or the person having been identified can prove that its account for Online Arbitration Service Platform has been used without authorization.
3. For any case heard by an arbitral tribunal online, where the arbitrators, the parties, and other persons related to the arbitration have confirmed a mediation agreement, a transcript or other arbitral materials through online confirmation, electronic

signature or other online methods, the corresponding “signature” requirements shall be deemed to be satisfied.

CHAPTER II SUBMISSION AND SERVICE OF DOCUMENTS

Article 8 Submission of Documents

1. The parties shall present their evidence by uploading and importing the online electronic data into the Online Arbitration Service Platform, or by uploading offline evidence to the platform after converting it to electronic format through scanning, photographing, transcription, or other means.
2. The time of submission of a document shall be deemed as the time the document is successfully uploaded to the Online Arbitration Service Platform.
3. Each party shall retain a copy of any submitted electronic document and its upload record, to evidence the facts and circumstances regarding the submission of relevant documents for examination by the other party and the arbitral tribunal.

Article 9 Electronic Service Address

1. The parties shall agree in the arbitration agreement or contract on one or a combination of, for example, the Online Arbitration Service Platform, phone number, facsimile number, e-mail, or instant messaging account as their electronic service address(es), failing which they may agree on such address(es) through a supplemental agreement.

2. The parties shall confirm their electronic service address(es) to the SCIA when applying for arbitration or submitting a defence.
3. Where the parties have neither agreed on nor confirmed to the SCIA their electronic service address(es), the phone number, facsimile number, e-mail, instant messaging account, or other contact information they have used in the electronic transaction or provided during web registration may be deemed as their electronic service address(es).
4. Any party that changes its electronic service address(es) during the online arbitration proceedings shall notify the SCIA in time.
5. The parties shall ensure that their agreed or confirmed electronic service addresses are lawful and valid, and solely bear the risk of service failure due to, for example, erroneous address or legal restrictions imposed by the place of arbitration.

Article 10 Electronic Service

1. The SCIA may serve relevant documents through one or a combination of, inter alia, the Online Arbitration Service Platform, text message, facsimile, e-mail, or instant message.
2. Any arbitral document sent by the SCIA to a party shall be deemed to have been duly served if:
 - (a) the document has been sent to the electronic service address agreed upon by the party;
 - (b) the SCIA sends a notice to the party to check or download the document at the Online Arbitration Service Platform;
 - (c) the addressee replies that it has received the served

- materials or it has performed relevant arbitration conducts in accordance with the served materials; or
- (d) the addressee's system indicates that the addressee has read the served materials, or other evidence demonstrates that the addressee has received the served materials.
3. (a) The date on which a document is successfully sent as indicated by the network system shall be deemed as the date of service;
- (b) Notwithstanding the foregoing, if the addressee establishes that the date such document reaches its specified system is inconsistent with the date of successful sending indicated by the corresponding SCIA system, the date established by the addressee shall prevail.

CHAPTER III EVIDENCE

Article 11 Submission of Evidence

The parties shall submit their evidence through the Online Arbitration Service Platform or other methods recognised by the SCIA.

Article 12 Collection of Evidence

1. An arbitral tribunal may contact, inter alia, network service providers, logistics and delivery companies, third-party payment platforms, and providers of electronic certification service or electronic evidence preservation service to investigate the facts and collect evidence with respect to the issues involved in a case.
2. Any evidence gathered by the arbitral tribunal shall be submitted to the parties for examination and comments.

Article 13 Review of Electronic Data

1. An arbitral tribunal may, in consideration of the results of examination of evidence, review and judge the authenticity of the generation, collection, storage and transmission of the electronic data, with particular focus on:
 - (a) whether the computer systems and other hardware and software environment relied on for the generation, collection, storage, and transmission of the electronic data are secure and reliable;
 - (b) whether the electronic data have a clear generator and time of generation, and whether the electronic data present clear, objective, and accurate information;
 - (c) whether the electronic data have a clear storage and safekeeping medium and have been kept safe by appropriate means and methods;
 - (d) whether the entities, tools, and methods that extract and preserve the electronic data are reliable and whether the extraction process can be reproduced;
 - (e) whether the electronic data are incomplete or have been altered due to addition, deletion, or modification of information; and
 - (f) whether the electronic data may be verified through a specified form.

2. The arbitral tribunal shall confirm a party's electronic data if they can be established as authentic by electronic signature, credible time-stamp, hash value verification, blockchain or other means of evidence collection, technological methods of preservation and anti-tampering, or by certification from an electronic evidence collection and storage platform.

3. The parties may request to have persons with special knowledge to comment on the technical issues of electronic data. The arbitral tribunal may, based on such request or its powers, engage third parties to verify the authenticity of the electronic data or gather other related evidence for cross-check.

4. Any electronic version of the identity document, duplicate business license, letter of authorization, identity document of legal representative, and other certification materials, as well as any electronic version of documentary evidence, expert opinion, record of on-site investigation, and other evidentiary materials submitted by a party, after passing the review of the arbitral tribunal, shall be deemed as an original document for purposes of formality requirement. If the other party objects to the authenticity of any of the foregoing materials with due cause, the arbitral tribunal may require the the party to provide the original document.

CHAPTER IV ARBITRATION PROCEEDINGS

Article 14 Request for Arbitration

A party applying for arbitration shall submit a Request for Arbitration, evidentiary materials, and its certificate of qualification through the Online Arbitration Service Platform.

Article 15 Acceptance of a Case

After the Claimant submits a Request for Arbitration and evidentiary materials, and makes advance payment of arbitration fees, the SCIA shall accept the case if it finds the required formalities complete.

Otherwise, the SCIA may request the Claimant to complete them within a specified time period. If the formalities remain incomplete upon the expiry of the specified time period, it shall be deemed that no request for arbitration has been made.

Article 16 Notice of Arbitration

After the SCIA accepts the Request for Arbitration, the SCIA shall send a Notice of Arbitration to the parties together with one copy of each of these Rules, the SCIA Arbitration Rules, the SCIA Panel of Arbitrators, and the SCIA List of Arbitrators for Specific Types of Cases, and the Request for Arbitration and its attachments submitted by the Claimant shall be forwarded to the Respondent simultaneously.

Article 17 Statement of Defence

The Respondent shall submit the Statement of Defence, opinion on evidence, and the evidentiary materials it has relied on through the Online Arbitration Service Platform within five (5) days from receipt of the Notice of Arbitration.

Article 18 Amendments to the Claim

A party that applies to amend its claim shall submit its amendment through the Online Arbitration Service Platform within five (5) days from receipt of the Notice of Arbitration. Whether a late application will be accepted shall be at the discretion of the SCIA or arbitral tribunal.

Article 19 Counterclaim

1. A Respondent that applies to file a counterclaim shall submit its

counterclaim through the Online Arbitration Service Platform within five (5) days from receipt of the Notice of Arbitration. Whether a late application will be accepted shall be at the discretion of the SCIA or arbitral tribunal.

2. The provisions of Articles 14-18 of these Rules shall apply mutatis mutandis to the submission, acceptance, and service of, and defence and amendments to, the counterclaim.

Article 20 Objection to Jurisdiction

Any objection to the existence or validity of an arbitration agreement or to jurisdiction shall be raised through the Online Arbitration Service Platform before the expiry of the time-limit for the submission of the first defence.

Article 21 Formation of Arbitral Tribunal

1. An arbitral tribunal is composed of a sole arbitrator. An arbitral tribunal may be composed of three (3) arbitrators in special circumstances or as agreed by the parties.
2. Where an arbitral tribunal is composed of a sole arbitrator, the parties shall jointly appoint, or entrust the President of the SCIA to appoint, the arbitrator within five (5) days from the Respondent's receipt of the Notice of Arbitration, failing which, the arbitrator shall be appointed by the President of the SCIA.
3. Where an arbitral tribunal is composed of three (3) arbitrators, the parties shall each appoint, or entrust the President of the SCIA to appoint, one arbitrator within five (5) days from their respective

receipt of the Notice of Arbitration, and jointly appoint, or entrust the President of the SCIA to appoint, the presiding arbitrator within five (5) days from the Respondent's receipt of the Notice of Arbitration, failing which, the presiding arbitrator shall be appointed by the President of the SCIA.

4. For cases to which these Rules apply, the arbitrator(s) shall be chosen from the SCIA Panel of Arbitrators or the SCIA List of Arbitrators for Specific Types of Cases.

Article 22 Challenge of Arbitrators

A party wishing to challenge an arbitrator on the grounds of the information disclosed by the arbitrator shall put forward the challenge within three (3) days from receipt of such information.

Article 23 Hearings

1. In principle, an arbitral tribunal shall not hold hearings for online arbitration cases.
2. An arbitral tribunal may, however, where it deems it necessary, hear a case through online video hearings, online exchange of information, teleconferences, and other appropriate means, or may decide to hold offline hearings while the other processes are still conducted online.
3. For any case heard under Paragraph 2 of this Article, the parties shall be notified of the date of hearing no later than five (5) day in advance.

Article 24 Record of Hearings

An arbitral tribunal may create a record of oral hearings during mediation, exchange of evidence, hearing, deliberation, and other arbitration proceedings for a case heard online simultaneous with voice recognition technologies or by manual work. A record of oral hearings, once verified and confirmed online, shall have the same legal force as a written record.

Article 25 Time-limit for the Arbitral Award

An arbitral tribunal shall render an arbitral award within thirty (30) days of its formation. Where there are special circumstances or legitimate reasons justifying an extension of the duration of the arbitration, the SCIA may approve an appropriate extension upon the request of the arbitral tribunal.

Article 26 Arbitral Documents

Arbitral documents, including the arbitral award, mediation statement and decision on dismissal, shall be signed by the arbitrator(s) electronically and affixed with the electronic seal of the SCIA.

Article 27 Electronic Archival Files

The SCIA shall use the Online Arbitration Service Platform to generate electronic files simultaneously with the case and, create an electronic archive. Where a paper archive for a case has been fully converted into an electronic archive, the electronic archive shall replace the paper dossier.

Article 28 Change of Procedure

During an online arbitration, the SCIA may, upon the request of any party or as deemed necessary by the SCIA or the arbitral tribunal, change some or all of the procedures of the arbitration into the procedures stipulated in the SCIA Arbitration Rules in view of the circumstances of the case in question.

CHAPTER V MISCELLANEOUS

Article 29 Limitation of Liabilities

Arbitrators, the SCIA and its related persons shall bear no civil liability to any person for any loss from force majeure, computer viruses, cyberattacks, system instability, network faults, or other circumstances not intentionally caused by the SCIA or the arbitral tribunal.

Article 30 Interpretation of these Rules

1. The headings of the articles in these Rules shall not be construed as an interpretation for the provisions thereunder.
2. The SCIA reserves the right to interpret these Rules.

Article 31 Coming into Force

These Rules shall be effective as from 21 February 2019.