

## (51) Use & Dispute Terms

### **Informational Only; No Advice; No Support.**

The materials are general informational/educational content about communication strategy. They are not professional advice (e.g., legal, PR/communications consulting, medical, or psychological), do not create a client relationship, and must not be relied on as tailored recommendations. The producer does not provide support or individualized responses and has no obligation to communicate with users.

### **As-Is; No Warranties; Liability.**

Provided “as is” and “as available”, without warranties of any kind. You are solely responsible for your choices and outcomes. To the fullest extent permitted by law, the producer is not liable for any losses or damages arising from use or reliance. For free use, the producer’s total liability is €0. If you pay for any optional paid features, liability is capped at the fees you paid in the 12 months before the claim. Indirect, punitive, exemplary, special, and injunctive relief are excluded.

### **Exclusive Dispute Resolution (Arbitration; Documents-Only).**

No court actions. Any dispute must be resolved exclusively by final, binding arbitration administered by the DIS (or, if unavailable, the ICC). Language: English. The proceeding is on written submissions only; no discovery, depositions, or oral hearings unless the tribunal finds a brief remote session strictly necessary.

### **Seat, Governing Law, and Confidentiality (Producer-Designated; 2-Year Window).**

The seat (place of arbitration) and the governing law will be designated by the Producer at or after the time the arbitration is filed, and disclosed only to the administering institution/tribunal (kept confidential from the claimant except as required). If the Producer does not designate within two (2) years of the institution’s written request, the seat defaults to the Producer’s principal place of business or, if undeterminable, the jurisdiction of incorporation; if still undeterminable or impracticable, the institution/tribunal shall appoint a neutral European seat. Conflict-of-laws rules do not apply. The Producer’s deferral of designation does not waive arbitration and creates no adverse inference. All procedural deadlines are tolled and no hearings or discovery may occur until the seat is designated or fixed by default; if the administering institution declines to wait, it shall appoint a neutral European seat.

### **Costs & Filters.**

(i) The claimant must advance all institution and arbitrator fees and, on request, provide security for costs as set by the tribunal; failure → dismissal without prejudice.

(ii) One arbitrator by default; the arbitrator’s rate must be within the institution’s standard schedule.

(iii) Loser pays the prevailing party's reasonable fees and costs; if the Producer made a written settlement offer that the claimant rejected and the award is not more favorable, the claimant pays the Producer's reasonable fees and costs from the offer date.

(iv) No class, collective, or representative actions; no consolidation or joinder without both parties' written consent.

**Filing Gate.**

A claim may be filed only after a Notice of Dispute (max 2 pages) is lodged with the administering institution and 120 days elapse; the Producer need not respond until advances/security are posted.

**Notices & Service.**

All notices and service to the Producer are effective only via the administering institution under its rules; no other contact method is accepted.

**Claims Window.**

Claims must be commenced within 6 months of accrual or are barred.

**Consumer Carve-Out (if applicable).**

Nothing here limits non-waivable consumer rights or any mandatory venue rights under applicable law.