

Mediation Rules for Google P2B Disputes

1. Mediation Provider

1.1. The Mediation shall be administered by the Centre for Effective Dispute Resolution (“CEDR”), who is an independent organization providing mediation and other alternative dispute resolution processes to businesses, consumers, central and local government and trade bodies.

1.2. The P2B Mediator Panel consists of CEDR Mediators who meet the requirements set out in Article 12 of the Platform to Business Regulation (2019/1150).

2. Language of the Mediation

2.1. The Mediation shall be conducted in the language of the terms and conditions which govern the contractual relationship between the Business User and the Platform (collectively, the “*Parties*”) (the “*Contract Language*”). However, the Parties together with CEDR are free to agree in writing that Mediation can be conducted in one of the languages of the EU other than the Contract Language, including English, upon mutual agreement or if CEDR is unable to identify suitable Mediators who speak and can conduct the Mediation in the Contract Language.

3. Application Form and Consent to Mediate

3.1. Mediation requests will commence upon receipt by CEDR of a fully complete Part I of the Application Form (“*Part I*”) from the Business User. Part I received before 17:00 (GMT/BST) on a business day will be treated as received on the date of the email. Part I received after 17:00 (GMT/BST) will be treated as received on the next business day.

3.2. Within one (1) business day of receipt of Part I, CEDR will open a case file and contact Google to confirm authenticity of authorisation code, consent to mediation and availability. At this time, Google will be provided with the Business User’s completed Part I and asked to complete Part II of the Application Form (“*Part II*”).

3.3. Where the authorisation code is valid and Google consents to mediate, Google will complete and return Part II to CEDR within four (4) business days of CEDR’s receipt of Part I. The Application Form as completed by both Parties will be circulated to the Parties and the Mediator in accordance with the procedure set out below.

4. Mediator selection

4.1. Within six (6) business days after receipt of Part I, CEDR will send to the Parties a list of no less than two (2) mediators suitable to act and clear of conflicts from the P2B Mediator Panel. The Parties will meet-and-confer to select a mediator from this list within eleven (11) working days from CEDR's receipt of Part I.

4.2. If the Parties cannot agree on the appointment of one name from the list of two (2) mediators within eleven (11) business days from receipt of Part I, CEDR will appoint a Mediator from the P2B Mediator Panel having regard to the issue in dispute. Where possible CEDR will seek to appoint a qualified mediator, who was not included in the list of recommended names provided to the Parties.

4.3. Grounds for objection to a mediator are restricted to reasonable conflict of interest or previous direct experience of a Party. For the avoidance of doubt, previous work carried out as a third party neutral, mediating a dispute for Google or the relevant Business User do not amount to a conflict of interest.

5. Confirmation of Mediation and Payment of Mediation Fees

5.1. CEDR will confirm the Mediation is booked on one of the dates agreed by the Parties which is suitable to the appointed Mediator upon receipt from the Business User of a signed Mediation Agreement and payment on account of 40% of the total mediation fees.

5.2. Unless the Mediator determines otherwise, the costs of the mediation will be borne by the Parties in the following shares: Google to pay 60% of the total mediation fees and the Business User to pay 40% of the mediation fees.

5.3. Unless extraordinary circumstances exist, the Mediation shall take place no later than forty-five (45) business days from receipt of Part I.

5.4. In the event that CEDR cannot arrange a Mediation on a date agreed by the Parties for any reason or Party A fails to pay its payment on account of the Mediation Fees within two (2) business days of acceptance of the Mediation Agreement, the Mediation Agreement will not come into existence.

5.5. CEDR reserves the right to amend the fees due for the Mediation, in the event that the value of the dispute as represented in the Parties full submissions shows a different value in dispute from that indicated by the Parties in the Application Form. The corresponding time allotted for the Mediation will also be increased in accordance with the fee charged.

6. Written Submissions and Documents

6.1. Once the Mediation is booked, the Parties exchange case summaries and supporting documents electronically with the Mediator no later than twenty-five (25) business days from the date of CEDR's receipt of Part I. A case summary shall detail the factual, commercial and legal issue raised by a Party. It shall also clearly set out what each Party would like to achieve and is limited to ten (10) pages. If relevant, each Party may also separately provide a chronology of key events, a list defining roles and responsibilities of individuals and a glossary of technical terms that shall not count against the case summary page count.

6.2. The Mediator will make contact with each Party or their authorised representative at least two (2) business days before the day of the Mediation, usually by phone or email, to confirm the understanding of each Party's positions and goals.

7. The Mediation

7.1. The Mediation takes place by video-conference or, in case of technical issues, by conference call scheduled by CEDR. Each Party is to provide CEDR with the list of its attendees and their titles at least three (3) business days before the Mediation.

7.2. The Mediation can be attended by the Parties either directly (*pro-se*), through any appointed representatives, or through lawyers (both in-house and/or external counsel). Any person attending the Mediation must have delegated authority to represent the Party, including authority to settle. If the authority of the person attending the mediation on behalf of a Party is limited in any way, that person should ensure the Party has a mechanism in place for increasing such authority in the course of the Mediation.

7.3. Prior to the day of the Mediation, the Mediator will contact each of the Parties or the Party's authorised representatives for an introductory call to last no more than thirty (30) minutes.

7.4. On the day of the Mediation the Mediator will typically begin by meeting the Parties separately for no more than thirty (30) minutes. Then, ordinarily, provided the Parties agree, the Mediation will begin with a joint meeting to last no more than two (2) hours. If discussions do not seem to contribute to a resolution of the dispute, each Party remains free to end the Mediation at any time by informing the Mediator and the other Party.

7.5. At the initial joint meeting, the Mediator will remind the Parties of the ground rules for the day as set out in the Mediation Agreement, reaffirming the strict confidentiality of the Mediation, reminding the Parties about the voluntary nature of the process and asking each party to respect the rights of the other side(s) to be heard.

7.6. The Mediator may ask each Party to make a 10-minute opening statement. This is a summary of the key issues making up their case and will only take place with the agreement of the Parties.

7.7. Following the joint meeting, if both Parties agree, the Mediator can invite the Parties to meet with the Mediator separately. These separate meetings can be conducted by video-conference, telephone or by emails. During these separate meetings the Mediator determines if progress can be made by bringing the Parties together again, in which case the Parties will be reconvened. If not, the Mediator will confirm to the Parties that the Mediation is terminated and record the outcome.

8. Confidentiality and Without Prejudice

8.1. All non-public information exchanged during the Mediation, including but not limited to written and oral submissions, documents, the existence of and the terms of any settlement or settlement proposal is to be kept confidential by the Parties, the Mediator and CEDR, and not disclosed for any purpose unless the Parties agree otherwise in writing or where disclosure is required by law, or to implement or to enforce the terms of settlement or to notify insurers, insurance brokers and/or accountants.

8.2. Any information passing between the Parties, the Mediator and/or CEDR, however communicated, is without prejudice to any Party's legal position and not binding unless and until a settlement is reached.

8.3. No information discussed during the Mediation may be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.

8.4. Where a Party privately discloses to the Mediator or CEDR any information in confidence before, during or after the Mediation, the Mediator or CEDR will not disclose that information to any other Party or person without the consent of the Party disclosing it.

9. Settlement

9.1. The Mediator does not have the authority to impose a settlement on the Parties but acting as a neutral will attempt to help them reach a satisfactory resolution of their dispute.

9.2. A settlement is reached when the Parties come to an agreed solution. Working with the Mediator, the Parties present will draw up an agreement. The settlement agreement only becomes binding when signed by an authorised representative for each Party.

10. Non-Settlement

10.1. If no settlement can be reached on the day of Mediation the Mediator can ask the Parties' permission to contact them within the following five (5) business days in an ongoing effort to facilitate a complete settlement within ten (10) business days from the day of the Mediation.

11. Outcome Statement

11.1. Within sixty (60) business days of referral to Mediation the Mediator will provide a written outcome statement recording the termination of the Mediation either by execution of a settlement or with a declaration that the Parties did not reach a satisfactory resolution of the dispute.