

RAPID RULINGS PROCESS FOR A DISPUTE

1. **CONTRACT.** This is an agreement (“Rapid Rulings Process”) between Rapids Rulings LLC and a Party identified in the Party’s Profile.
2. **PROFILE.** The data submitted by each Party to participate in the Rapids Rulings’ Process identifies each Party, the Party’s contact information, and the nature of the Dispute.
3. **RAPID RULINGS SERVICE.** Rapids Rulings LLC (“Rapid Rulings”) is a neutral, objective alternative dispute resolution service. Rapid Rulings is a limited liability company, organized under the laws of the State of Iowa, whose sole owner is Jill A. Handley. Her credentials are described on the Rapid Rulings website. Once a Ruling is made, service ends.
4. **DISPUTE.** A disagreement described in the Parties’ profile is the Dispute. If the Disputes described do not arise out of the same facts and circumstances, Rapid Rulings will inform the Parties of their failure to agree on the material aspects of the Dispute. The process cannot continue until the Parties have altered their Profile to describe the Dispute without significant difference. Multiple Disputes may be resolved in the same proceeding as long as the Parties’ Dispute descriptions are consistent.
5. **RAPID RULINGS PROCESS.** The Process refers to the methods and rules described in this document and the Rapids Rulings website. No changes to the Process will be made while the Dispute is pending.
6. **CONTRACT BETWEEN THE PARTIES TO THE DISPUTE.** The adverse Parties must enter into their own contract as it appears on the Rapid Rulings website.
7. **REFUNDABLE DEPOSIT.**
 - (a) Each party must make a deposit of \$500 to Rapid Rulings before the briefing schedule will be set.
 - (b) This deposit will be refunded after the Ruling, upon a party’s completion of a Rapid Rulings Evaluation Form within 20 days of the Ruling. This simple Evaluation Form appears on the Rapid Rulings website.
 - (c) The parties consent to posting of the numerical ratings submitted on their Evaluation Form to the Rapid Rulings’ website; comments are encouraged but will not be posted. The parties will not be identified in those ratings other than by whether the party won, lost, or partially won its dispute.
8. **TIMELINE.** Once deposits have been made, Rapid Rulings will issue a 60 day briefing schedule as follows:

Day Zero: The date the schedule is issued.
Day 20: The date each party’s opening submission is due to the other.

Day 30: The date each party's response is due to the other.
Day 60: The date Rapid Rulings' Decision is due to the parties.

No extensions of time will be granted.

9. FAILURE TO FILE OPENING BRIEF. If a Party pays the deposit, but submits no briefing, the case will continue to Decision at the option of the other Party. If the proceeding continues, the Party failing to file will be bound by the Decision.
10. FEES. Each party pays its own fees. Fees are determined by the number of pages submitted to Rapid Rulings. Fees are \$250 per page, due at the time each submission is made. No fees will be refunded for any reason. Rapid Rulings may not be the cheapest way to resolve a dispute.

11. FORMAT OF BRIEFS.

- (a) A Brief is a document that describes a Party's position regarding the Dispute.
- (b) Briefs must describe facts. The facts should be supported by any evidence available, such as documents or photos. Evidence must be legible and in its original form with nothing added or removed.
- (c) A Party's brief may contain argument and cite or quote legal materials, such as cases or laws. This is not required.
- (d) Briefs, and accompanying documents, must be in English. A certified translation may be accepted as an alternative.
- (e) Briefs must be typed in a business-style font (such as Calibri or Times New Roman), double-spaced and be no less than 11 point in size.
- (f) Briefs, even those prepared by an attorney or another, must be submitted under oath. The oath should accompany each Brief, be signed by the Party, and say the following:

I affirm that everything in this brief is true. Any other documents I have submitted are accurate and complete.

_____ (signature)

_____ (name printed)

_____ (date)

- (g) If a Party submits a statement from a witness, that must be submitted under oath as well. The oath set forth in (f) above must appear on the statement and be signed by the witness.

12. ATTORNEYS. A party may be represented by an attorney, who may prepare all or part of the submissions. This is at the party's cost. There will be no fee-shifting of any kind in a Ruling,

even if shifting would be permitted by law. Parties are encouraged to consult an attorney before participating in the Rapid Rulings Process.

13. HOW DECISIONS ARE MADE. Rapid Rulings determines decisions according to the law. In its role, Rapid Rulings reserves the right to go beyond the submissions of the Parties and consider any fact or law that an appointed or elected judge is permitted to in reaching a decision. Rapid Rulings may, but is not required to, ask questions of a Party, in an email to both Parties; each Party has an opportunity to respond. Rapid Rulings may make reasonable inferences.
14. RULING. A written decision (“Ruling”) will be provided to the parties. This Ruling will describe the facts and legal conclusions of Rapid Rulings, as well as the ultimate outcome. This Ruling will be written in lay language. Cases, statutes, or other legal authority will be provided in footnotes.
15. RAPID RULINGS’ ACCOUNTABILITY. If Rapid Rulings does not distribute the Ruling timely, Rapid Rulings will refund the fees at a rate of 10% per late day.
16. CONFIDENTIALITY. Rapid Rulings will keep the Parties’ information confidential as described in the Privacy Policy on the Rapid Rulings website.
17. RAPID RULINGS’ TRANSPARENCY. Jill Handley will abide by the Codes of Conduct described on the website. She will keep her business and financial disclosures there up to date. She will not enter into any arrangements during the pendency of a Dispute that would cause the perception of a, or an actual, conflict of interest.
18. SERVICES NOT PROVIDED.
 - (a) Rapid Rulings will not accept a dispute that must be resolved according to the law of any country other than a jurisdiction in the United States.
 - (b) Rapid Rulings is not an advocate for, or representative of, either Party.
 - (c) Rapid Rulings does not try to settle the dispute, but the Parties remain free to do so during the process.
 - (d) By submitting a dispute to Rapid Rulings, the Parties are waiving many procedures that could help them obtain a result in their favor.
 - (e) Rapid Rulings does not enforce its Rulings.
 - (f) Rapid Rulings does not store the Parties’ briefs.
19. LIMITED LIABILITY OF RAPID RULINGS.
 - (a) Rapid Rulings is not liable on any theory to a Party for any damages.
 - (b) In no event is Rapid Rulings liable for aggregate damages of any kind, however labeled, greater than the fees a Party paid in the Dispute.
 - (c) Any legal action taken against Rapid Rulings must be preceded by a demand letter. No legal action can be taken after one year from the date of the Ruling in a Dispute.

- (d) A Party's sole remedy against Rapid Rulings is contained in this paragraph.
- (e) Rapid Rulings shall not be brought into any proceeding in a court, arbitration, or any other forum (as a witness or otherwise). The Party who is responsible for, or related to, bringing Rapid Rulings into a proceeding shall pay Rapid Rulings' a fee of \$500 per hour, reasonable attorney fees for its representation, and expenses. Any award granted against Rapid Rulings shall be paid by the Party.

20. PAYMENT TRANSACTIONS. Rapid Rulings does not receive any Party's financial information. Payments and refunds, are handled by Braintree, a PayPal company. A Party should review Braintree's Terms of Use and Privacy Policy.

21. PARTIES' RESPONSIBILITIES. The Parties are personally responsible for reading the Contract between them, the briefs submitted, the Rapids Rulings' Process, and the information on Rapid Rulings' website. The Parties must not use this Process for any unlawful purpose or to support any unlawful purpose.