

**TELECOMMUNICATION AND MEDIA
ALTERNATIVE DISPUTE RESOLUTION SCHEME RULES**

1. APPLICABILITY

These Telecommunication and Media Alternative Dispute Resolution Scheme Procedure Rules (“**Scheme Rules**”):

- 1.1 shall apply to the alternative dispute resolution (“**ADR**”) scheme (“**Scheme**”) established pursuant to Section 65A(1) of the Info-communications Media Development Authority Act 2016 and Section 32N of the Telecommunications Act (collectively, the “**Acts**”) by the Info-communications Media Development Authority (“**IMDA**”); and
- 1.2 are subject to the IMDA (Dispute Resolution Scheme) Regulations and Telecommunications (Dispute Resolution Scheme) Regulations (collectively, the “**Regulations**”), so that in the event of any inconsistency between any provision in the Regulations and any provision in these Scheme Rules, the provision in the Regulations shall prevail.

2. SCHEME OPERATOR

Pursuant to Rule 2(1) of the Regulations, the operator of the Scheme (“**Scheme Operator**”):

- 2.1 shall be the Singapore Mediation Centre; and
- 2.2 is responsible for the operation and administration of the Scheme on the terms of these Scheme Rules, which for the avoidance of doubt, shall
 - 2.2.1 include making arrangements for the conduct of the ADR process under the Scheme; and
 - 2.2.2 exclude the provision of any legal advice and the interpretation of any legislation or statutory provision.

3. INTERPRETATION AND DEFINITIONS

- 3.1 In these Scheme Rules, unless the context otherwise requires, capitalised terms and expressions used shall have the meanings given to them respectively in the above Rule 1 and Rule 2 and as stated opposite each of them below, in this Rule 3:

“Applicable Dispute”	a dispute arising from or relating to the provision of Services by a Service Provider to an Applicable Subscriber which – <ol style="list-style-type: none">(i) involves, where applicable, a monetary value not exceeding S\$10,000;(ii) has occurred within the period of 12 months immediately preceding the Request Date and can be resolved through service recovery efforts or compensated in kind or monetary terms, but excluding any case relating to, involving, pertaining to or surrounding any –<ol style="list-style-type: none">(a) criminal offence or regulatory matter undergoing investigation by any law enforcement or regulatory agency;(b) proceeding or hearing before a Court or the Small Claims Tribunal or facilitated by any other ADR body, and which is pending or arising from which a judgment, order or decision has been issued;(c) matter previously concluded under the Scheme in relation to which there is no new relevant information;(d) telecommunication and/or media policies;(e) assistance provided by any Service Provider to any law enforcement or other government agency;
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- (f) commercial matter, including the scope, pricing or terms applicable to Services provided by a Service Provider, or any credit assessment decision or policy;
 - (g) content of Services provided, including smartphone applications, premium services, Internet sites and TV;
 - (h) frivolous or vexatious matter as determined by the Scheme Operator;
 - (i) defect, fault or failure in or of third-party equipment that is not owned, operated, installed and/or hired out by the Service Provider in question;
 - (j) loss of revenue or profits caused by or arising from any failure to provide Services by the Service Provider in question;
 - (k) customer service, including call centre performance;
 - (l) legal costs incurred by Applicable Subscribers; and
 - (m) non-billing related performance and service levels of international roaming services;
- (iii) arises from or relates to the provision of Services, for which the Applicable Subscriber would enter into billing arrangements or incur once-off charges with the Service Provider, and which –
- (a) includes, but are not limited to the following services –
 - (1) mobile services, including voice, data, short message service (“**SMS**”), international roaming services, value-added services (“**VAS**”) and premium rate services (“**PRS**”);
 - (2) fixed-line broadband internet access services (including fibre broadband services);
 - (3) fixed line services (including direct exchange line (“**DEL**”), digital voice, internet protocol (“**IP**”) telephony system, private automated branch exchange (“**PABX**”), value-added services, and international calls)
 - (4) subscription television services;
 - (5) fibre connection services; and
 - (b) excludes the following services –
 - (1) over-the-top services;
 - (2) bill-on-behalf services, except for premium rate services;
 - (3) payphone services; and
 - (4) directory enquiry services;

“Applicable Subscriber”

a subscriber or user of Services who -

- (i) is an individual; or
- (ii) a person carrying on business in Singapore (including an individual carrying on business as a sole proprietor) —
 - (a) whose gross revenue before tax, in the 12 months ending on the Request Date, is not more than \$1 million; and
 - (b) who is or has been required by the Service Provider in question to pay, in the 6 months ending on the Request Date in relation to all applicable Services provided to the person during that period, an aggregate amount (excluding goods and services tax charged) not exceeding \$5,000; or
- (iii) an exempt charity or a registered charity or registered society which is or has been required by the Service Provider to pay, in the 6 months ending on the Request Date in relation to all applicable Services provided to such exempt charity, registered charity or

registered society during that period, an aggregate amount (excluding goods and services tax charged) not exceeding \$5,000;

“Chatroom”	the meaning given to it in Rule 6.1;
“Commencement Date”	the date on which the Scheme Operator notifies the Service Provider and the Applicable Subscriber of the commencement of the ADR proceedings, in accordance with Rule 5.1.1(ii);
“Days”	calendar days;
“Mediation Rules”	such rules of mediation as will apply to the conduct and proceedings of the Scheme Mediation, as specified by the Scheme Operator;
“Notice of Intent Period”	the meaning given to it in Rule 6.1;
“Online Platform”	the online platform operated by the Scheme Operator to facilitate the electronic or online submission, access, retrieval and/or communication of documents and/or information relating to an Applicable Dispute submitted for ADR under the Scheme and being the dedicated forum established and used for the sole purpose of conducting ADR under the Scheme;
“Online Platform Terms of Use”	the terms and conditions applicable to the use of the Online Platform, as published at the Online Platform and as may be updated or amended from time to time;
“Preliminary Negotiation”	the meaning given to it in Rule 6.1;
“Request Date”	in relation to an Applicable Dispute, the date on which the Request for ADR is submitted to the Scheme Operator via the Online Platform in accordance with Rule 4.1 below;
“Request Fee”	the one-time fee payable by the issuer of a Request for ADR under Rule 4.1, in such amount as may be prescribed by the Scheme Operator from time to time;
“Request for ADR”	the meaning given to it in Rule 4.1;
“Scheme Determination”	the meaning given to it in Rule 7.2;
“Scheme Determinant”	the meaning given to it in Rule 7.2.2;
“Scheme Mediation”	the meaning given to it in Rule 7.1;
“Scheme Mediator”	the meaning given to it in Rule 7.1.2(i);
“Scheme Mediation Period”	the period stipulated and the meaning given to it in Rule 7.1.4(i) in relation to Scheme Mediation proceedings in accordance with Rule 7.1.4(i);
“Service Provider”	a provider of - (i) telecommunication services who is a telecommunication licensee (a) declared by IMDA to be subject to the Scheme; or (b) within a class of telecommunication licensees declared by IMDA to be subject to the Scheme; and as may be updated by IMDA from time to time; or (ii) subscription nationwide television services who is a media licensee (a) designated by IMDA to be subject to the Scheme; or

- (b) within a class of media licensees designated by IMDA to be subject to the Scheme; and
as may be updated by IMDA from time to time;

“Services” the telecommunication services or subscription nationwide television services, as the case may be, provided or offered by a Service Provider.

3.2 In these Scheme Rules:

- 3.2.1 a term or expression as defined in the singular shall be accordingly construed when used in the plural and *vice versa*.
- 3.2.2 title headings or the organisation and demarcation of provisions under sections are for convenience only and shall not affect the interpretation of the substantive provisions of these Scheme Rules.
- 3.2.3 unless otherwise expressly described reference to a numbered Rule shall mean the provision identified by the stated number in these Scheme Rules.
- 3.2.4 any word importing a gender shall be construed to mean any other gender as applicable in the prevailing context.

4. REQUEST FOR ADR

4.1 A user or subscriber of Services who qualifies as an Applicable Subscriber may request for his dispute with a Service Provider which qualifies as an Applicable Dispute, to be submitted to ADR under the Scheme (“**Request for ADR**”) by:

- 4.1.1 completing and submitting all required information in the prescribed request form and all required accompanying documents, including its declaration of its status as an Applicable Subscriber -
 - (i) electronically through the Online Platform; or
 - (ii) physically in printed form at the premises of the Scheme Operator during its business hours, where the Applicable Subscriber is unable to use the Online Platform for any reason,

and for the avoidance of doubt, other than the Request for ADR in accordance with this Rule 4, neither the Applicable Subscriber nor the Service Provider shall be required to prepare or file any case summary or other equivalent document or information under the ADR Scheme including for purposes of the Scheme Mediation; and

- 4.1.2 paying the Request Fee to the Scheme Operator in such manner as prescribed;
- 4.2 The Applicable Subscriber shall ensure that all information and documents accompanying the Request for ADR, shall be true, accurate, and correct, failing which, the Scheme Operator shall be entitled to terminate all proceedings in relation to the Applicable Dispute under the ADR Scheme, without prejudice to Rule 4.4 below.
- 4.3 Subject to the requirements under Rule 4.1 above having been complied with, the Scheme Operator will notify the Service Provider named in the Request for ADR of the information contained in the Request for ADR, within 1 Day of the Request Date, via the valid email address previously provided by the Service Provider to the Scheme Operator, for purposes of the ADR Scheme.
- 4.4 Where the ADR Scheme proceedings under these Scheme Rules are terminated pursuant to Rule 4.2 above or Rule 6.2.2, Rule 7.1.1(ii)(b), Rule 7.1.5(ii)(b) or Rule 7.2.1(ii)(b) below without the Applicable Dispute having been resolved, the Applicable Subscriber may make further attempts to resolve the same Applicable Dispute through such ADR Scheme proceedings by submitting a fresh Request for ADR on the said Applicable Dispute in each such further attempt.

- 4.5 An Applicable Subscriber may appoint a representative to act on his or her behalf for purposes of his or her participation in the ADR Scheme proceedings.

5. SERVICE PROVIDER'S RESPONSE

- 5.1 Within 5 Days of its receipt of the Scheme Operator's notification under Rule 4.3, the Service Provider shall, via the Online Platform, indicate its:

5.1.1 acceptance to submit to and participate in the ADR under the Scheme to resolve the Applicable Dispute with the Applicable Subscriber as stated in the Request for ADR, in which case, the Service Provider and the Applicable Subscriber shall be -

- (i) deemed to –
 - (a) have agreed to submit the Applicable Dispute to and participate in the ADR proceedings under the Scheme including the Preliminary Negotiation, Scheme Mediation and Scheme Determination as may be applicable; and
 - (b) be bound by these Scheme Rules in the ADR of such Applicable Dispute; and
- (ii) notified of the commencement of the ADR proceedings under the Scheme through the Online Platform; or

5.1.2 refusal to submit to the ADR process under the Scheme, citing either or both of the following reasons only, and not any other reason –

- (i) the issuer of the Request for ADR does not qualify as an Applicable Subscriber; and/or
- (ii) the dispute stated in the Request for ADR does not qualify as an Applicable Dispute;

in which case, the issuer of the Request for ADR shall have up to 2 opportunities to establish to the reasonable satisfaction of the Service Provider, the issuer's contradiction to the above reason/s cited by the Service Provider, failing which, the Scheme Operator shall notify the issuer of the Request for ADR that his Request for ADR shall be deemed to be withdrawn and the Request Fee paid in relation such Request for ADR shall be refunded to the Applicable Subscriber,

PROVIDED THAT the above notifications by or to the Service Provider, the Applicable Subscriber and/or issuer of the Request for ADR under this Rule 5.1 shall be effected in-person or by email where the Request for ADR is submitted physically in printed form pursuant to Rule 4.1.1(ii).

6. PRELIMINARY NEGOTIATION

6.1 Direct Communication

During the period of 14 Days immediately following the Commencement Date ("**Notice of Intent Period**"), the Service Provider and the Applicable Subscriber shall be required to negotiate, in an attempt to mutually resolve, the Applicable Dispute by communicating directly with each other ("**Preliminary Negotiation**"):

6.1.1 through the electronic chatroom in the Online Platform ("**Chatroom**") -

- (i) access to which will be provided by the Scheme Operator and confined to
 - (a) the Service Provider and the Applicable Subscriber for the purpose of the Preliminary Negotiation only; and
 - (b) the Scheme Operator as administrator only; and

- (ii) whereby communication will be expressed through asynchronous text messages between the Service Provider and the Applicable Subscriber; or

6.1.2 where the Request for ADR is filed physically pursuant to Rule 4.1.1(ii), through such means of communication as may be agreed between the Applicable Subscriber and the Service Provider, and without any involvement of nor attendance by the Scheme Operator, whether as administrator or otherwise.

6.2 Outcome

If, at the conclusion of the Notice of Intent Period, the Applicable Dispute:

6.2.1 is resolved through the Preliminary Negotiation, then within 5 Days of such resolution, the Service Provider and the Applicable Subscriber shall each notify the Scheme Operator via the Chatroom in the Online Platform, of such resolution, following which –

- (i) the Request Fee shall be refunded to the Applicable Subscriber; and
- (ii) all proceedings in relation to the Applicable Dispute under the ADR Scheme shall be terminated by the Scheme Operator's notification of such termination to the Applicable Subscriber and Service Provider via the Online Platform, without prejudice to Rule 4.4 above; or

6.2.2 remains unresolved as at the expiry of the Notice of Intent Period, then within 5 Days of such expiry, the Applicable Subscriber shall notify the Scheme Operator, via the Online Platform, if he wishes to submit the Applicable Dispute for resolution through -

- (i) the Scheme Mediation in accordance with the provisions of Rule 7.1; or
- (ii) the Scheme Determination in accordance with the provisions of Rule 7.2, and bypass the Scheme Mediation stage altogether,

and in the absence of any such notification from the Applicable Subscriber, the Request Fee shall be refunded to the Applicable Subscriber, and all proceedings in relation to the Applicable Dispute under the ADR Scheme shall be terminated by the Scheme Operator's notification of such termination to the Applicable Subscriber and Service Provider via the Online Platform, without prejudice to Rule 4.4 above,

PROVIDED THAT the above notifications to or by the Service Provider and/or the Applicable Subscriber under this Rule 6.2 shall be effected in-person or by email where the Request for ADR is submitted physically in printed form pursuant to Rule 4.1.1(ii).

7. ADR PROCEEDINGS

7.1 Scheme Mediation

Where the Applicable Dispute remains unresolved despite the attempt to resolve it pursuant to the above Preliminary Negotiation and the ADR Scheme proceedings have not been terminated pursuant to Rule 6.2.2, the Applicable Subscriber may, by notification to the Scheme Operator through the Online Platform, submit the Applicable Dispute to mediation under the ADR Scheme ("**Scheme Mediation**") for resolution, in which case, the following provisions of this Rule 7.1 shall apply:

7.1.1 Fees

Each of the Applicable Subscriber and Service Provider shall pay to the Scheme Operator their respective contributions to the fees payable for the Scheme Mediation, in such:

- (i) amounts as prescribed by the Scheme Operator from time to time, being as presently stated in the attached **Annex A**; and

- (ii) manner and by such timeline as stipulated or facilitated for by the Scheme Operator, and whereby
 - (a) the Request Fee shall be applied towards payment or part payment, as the case may be, of the Applicable Subscriber's contribution to the said fees; and
 - (b) failure by the Applicable Subscriber to make the required payment shall entitle (but not oblige) the Scheme Operator to terminate all proceedings in relation to the Applicable Dispute under the ADR Scheme by notification of such termination to the Applicable Subscriber and Service Provider via the Online Platform, without prejudice to Rule 4.4 above.

7.1.2 Scheme Mediator

- (i) Within 6 Days following its receipt of the Applicable Subscriber's further contribution (if applicable), to the fees payable under Rule 7.1.1, the Scheme Operator will appoint and notify the Service Provider and the Applicable Subscriber of the appointment of an independent third party to act as mediator ("**Scheme Mediator**") in the Scheme Mediation of the Applicable Dispute.
- (ii) For the avoidance of doubt, neither the Service Provider nor the Applicable Subscriber shall have any right to select the Scheme Mediator or reject the Scheme Mediator appointed by the Scheme Operator.

7.1.3 Mediation Rules

The Scheme Mediation, including the proceedings under Rule 7.1.4 below, shall be conducted in accordance with these Scheme Rules and the Mediation Rules, which shall be read in conjunction with one another, provided that where a provision of these Scheme Rules is in conflict with a provision of the Mediation Rules, the provision in these Scheme Rules shall prevail.

7.1.4 Proceeding

- (i) Subject to Clause 7.1.4(ii), the Scheme Mediation proceeding will be conducted for a maximum period of 10 Days ("**Scheme Mediation Period**"):
 - (a) from the date that the Scheme Mediator commences communication with the Applicable Subscriber and/or the Service Provider in the same Chatroom where the Preliminary Negotiation between the Service Provider and the Applicable Subscriber had taken place;
 - (b) prior to the commencement of which, the Scheme Mediator shall be given access to and be permitted to see all messages exchanged between the Service Provider and the Applicable Subscriber in the Chatroom during the Preliminary Negotiation;
 - (c) for the purposes of which, the Service Provider, the Applicable Subscriber and the Scheme Mediator shall be permitted entry to the Chatroom; and
 - (c) whereby communication in the Chatroom will be expressed through asynchronous text messages among the Scheme Mediator, the Service Provider and the Applicable Subscriber, unless the Applicable Subscriber opts pursuant to Clause 4.1.1(ii) for the Scheme Mediation to be conducted by in-person communication in accordance with Rule 7.1.4(ii) below.
- (ii) *In-Person Proceeding*

Where the Applicable Subscriber submits the Request for ADR physically in printed form to the Scheme Operator pursuant to Clause 4.1.1(ii), the Scheme Mediation shall be conducted **in-person**, in which case –

- (a) subject to the Scheme Operator having –
 - (1) received the fees as stated in the attached **Annex A** for such in-person proceeding and;
 - (2) has no other reason to deny the request
- (b) the Scheme Operator shall make, and notify the Available Subscriber, the Service Provider and the Scheme Mediator of, the arrangements for the in-person Scheme Mediation at –
 - (1) a time and on a date no earlier than one calendar month from the date of the Service Provider's acceptance of the Request for ADR, pursuant to Rule 5.1.1, which are mutually available to the Available Subscriber, the Service Provider and the Scheme Mediator; and
 - (2) such available physical venue as determined by the Scheme Operator;
- (c) the Applicable Subscriber and the Service Provider shall -
 - (1) be present at and participate in the Scheme Mediation in-person with each other and with the Scheme Mediator at the above appointed time, date and venue; and
 - (2) be permitted to submit information and documents for consideration and discussion, whether or not earlier submitted; and
 - (3) comply with and conclude the Scheme Mediation proceedings by such timelines as specified by the Scheme Operator.
- (iii) For the avoidance of doubt, following the submission of the Applicable Dispute to Scheme Mediation for resolution, neither the Service Provider nor the Applicable Subscriber may exercise any right of postponement of the Scheme Mediation Period or cancellation of or withdrawal of the Applicable Dispute from the Scheme Mediation.

7.1.5 Outcome

If the Applicable Dispute:

- (i) is resolved through the Scheme Mediation proceeding, the Applicable Subscriber and Service Provider shall enter into and sign a written settlement agreement on the terms of resolution of the Applicable Dispute ("**Settlement Agreement**") which -
 - (a) may take the form of an electronic record with electronic signatures, in any number of counterparts, all of which taken together and when delivered to one party to the other party thereto, including by scanned electronic copies, shall constitute one and the same document;

- (b) may be based on such template as may (but need not) be made available by the Scheme Operator or the Scheme Mediator, strictly for reference and in any case without liability nor responsibility for any provision of such template;
- (c) the Applicable Subscriber and Service Provider shall each –
 - (1) remain respectively responsible for obtaining independent legal advice on its position and interests under the Settlement Agreement; and
 - (2) inform the Scheme Operator of such Settlement Agreement, via the Online Platform within 5 Days of its execution by the Applicable Subscriber and Service Provider;

and all proceedings in relation to the Applicable Dispute under the ADR Scheme shall be terminated by the Scheme Operator’s notification of such termination to the Applicable Subscriber and Service Provider via the Online Platform, without prejudice to Rule 4.4 above; or

- (ii) remains unresolved as at the expiry of the Scheme Mediation Period or the termination of the Scheme Mediation at any point before expiry of the Scheme Mediation Period by the Scheme Mediator because he determines that the Applicable Dispute is unlikely to be resolved through the Scheme Mediation, then -
 - (a) within 5 days of such expiry of the Scheme Mediation Period, and pursuant to instruction of the Applicable Subscriber, the Scheme Mediator shall notify the Scheme Operator, via the Chatroom in the Online Platform, if he wishes to submit the Applicable Dispute to Scheme Determination for resolution in accordance with the provisions of Rule 7.2 below; and
 - (b) in the absence of any such notification by the Scheme Mediator on behalf of the Applicable Subscriber under Rule 7.1.5(ii)(a) above, all proceedings in relation to the Applicable Dispute under the ADR Scheme shall be terminated by the Scheme Operator’s notification of such termination to the Applicable Subscriber and Service Provider via the Online Platform, without prejudice to Rule 4.4 above,

PROVIDED THAT the above notifications to be provided to or by the Scheme Operator under this Rule 7.1.5 shall be effected in-person or by email in the case of Scheme Mediation proceedings in-person under Rule 7.1.4(ii).

7.2 **Scheme Determination**

Where the Applicable Dispute remains unresolved despite the attempt to resolve it pursuant to the above Preliminary Negotiation and/or Scheme Mediation and the ADR Scheme proceedings have not been terminated pursuant to Rule 6.2.2 nor Rule 7.1.5(ii)(b) above, the Applicable Subscriber may opt to, in which case the Scheme Mediator shall by notification to the Scheme Operator via the Chatroom in the Online Platform, submit the Applicable Dispute for resolution by final determination under the ADR Scheme (“**Scheme Determination**”) in which case, the following provisions of this Rule 7.2 shall apply:

7.2.1 **Fees**

Each of the Applicable Subscriber and Service Provider shall pay to the Scheme Operator their respective contributions to the fees payable for the Scheme Determination, in such:

- (i) amounts as prescribed by the Scheme Operator from time to time, being as presently stated in the attached **Annex A**, depending on whether Scheme Mediation had been conducted or bypassed in the attempt to resolve the Applicable Dispute, as stated in Rule 6.2.2 above; and

- (ii) manner and by such timeline as stipulated or facilitated for by the Scheme Operator, and whereby
 - (a) the Request Fee shall be refunded to the Applicable Subscriber, to the extent that such Request Fee had not been earlier applied for towards payment of fees for the Scheme Mediation of the Applicable Dispute, if applicable; and
 - (b) failure by the Applicable Subscriber to make the required payment shall entitle (but not oblige) the Scheme Operator to terminate the ADR Scheme proceedings in relation to the Applicable Dispute by notification of such termination to the Applicable Subscriber and Service Provider via the Online Platform, without prejudice to Rule 4.4 above.

7.2.2 Scheme Determinant

Within 7 Days following its receipt of the respective contributions from the Applicable Subscriber and the Service Provider to the fees payable under Rule 7.2.1, the Scheme Operator will appoint and notify the Service Provider and the Applicable Subscriber of the appointment of a neutral third party ("**Scheme Determinant**") to undertake the Scheme Determination of the Applicable Dispute.

7.2.3 Proceeding

The Scheme Determinant will undertake the Scheme Determination of the Applicable Dispute:

- (i) solely on the basis of information and documents submitted in the Request for ADR and such other information and documents as may be further submitted through the Online Platform by the Service Provider and/or the Applicable Subscriber, including in response to a request by the Scheme Determinant, being such request as the Scheme Determinant shall be entitled to make; and
- (ii) without conducting any proceeding involving both the Applicable Subscriber and Service Provider in a real-time conference or forum, whether in-person, virtually, through telecommunication means or otherwise.

7.2.4 Outcome

Within 14 Days of the appointment of the Scheme Determinant as notified by the Scheme Operator pursuant to Rule 7.2.2 above, the Scheme Determinant shall issue a decision on the resolution of the Applicable Dispute which shall be:

- (i) confined to providing for compensation in kind or monetary terms or in the form of service recovery efforts in relation to the Services in question under the Applicable Dispute;
- (ii) notified to the Applicable Subscriber and Service Provider in writing through the Online Platform; and
- (iii) final and binding on and enforceable against each of the Applicable Subscriber and Service Provider, both of whom shall be deemed to have agreed to and given good and valid consideration for such legally binding and enforceable nature,

and all proceedings in relation to the Applicable Dispute under the ADR Scheme shall be terminated by the Scheme Operator's notification of such termination to the Applicable Subscriber and Service Provider via the Online Platform, without prejudice to Rule 4.4 above,

PROVIDED THAT the above notifications to be provided to or by the Scheme Operator under this Rule 7.2 shall be effected in-person or by email in the case of Scheme Determination proceedings

where the Applicable Subscriber has submitted the Request for ADR physically in printed form to the Scheme Operator pursuant to Clause 4.1.1(ii).

7.3 Information / Documents and Online Platform

For purposes of the ADR Scheme proceedings:

7.3.1 unless otherwise expressly provided in these Scheme Rules, the Applicable Subscriber and Service Provider shall submit in writing through the Online Platform, all information and documents in relation to the Applicable Dispute which -

- (i) none of the Scheme Operator, Scheme Mediator or Scheme Determinant is obliged to inquire into nor verify the accuracy, authenticity and/or completeness of; and
- (ii) shall be the responsibility of the Applicable Subscriber or Service Provider, as the submitting party, to ensure that the accuracy, authenticity and completeness of; and

7.3.2 use of the Online Platform and all facilities thereunder including the Chatroom, shall be subject to and governed by these Scheme Rules and the Online Platform Terms of Use, which all users of the Online Platform including the Applicable Subscriber, Service Provider, Scheme Operator, Scheme Mediator and Scheme Determinant, as may be applicable, are required to comply with.

7.4 Confidentiality

7.4.1 Subject to Rule 7.4.2, all information, documents and proceedings relating to the Applicable Dispute under the ADR Scheme shall be kept confidential by all persons having or given access to them as provided under these Scheme Rules, so that:

- (i) all recording and/or photography in any form or medium is strictly prohibited;
- (ii) the Scheme Operator will not retain any messages exchanged, or documents filed, following conclusion of the ADR; and
- (iii) only the relevant persons involved will be permitted access to the Online Platform.

7.4.2 Without prejudice to the foregoing, the Scheme Operator shall be at liberty to disclose to IMDA, all details and statistical data relating to the ADR Scheme and the progress, conduct, participation in, status and outcome of the attempt/s to resolve any Applicable Disputes at each stage provided under these Scheme Rules.

7.4.3 In any court, legal or other proceedings connected with the Applicable Dispute:

- (i) all documents (howsoever stored or expressed) and/or any other information produced for, arising from or relating to, the ADR Scheme proceedings, shall not be the subject of any discovery proceedings nor be otherwise discoverable; and
- (ii) none of the Scheme Mediator, Scheme Determinant and Scheme Operator (or any employee, officer or representative of any of them) shall be called as or to become a witness, consultant, arbitrator or expert.

7.5 Other Costs

Other than the fees payable in accordance with Rule 4.1.2, Rule 7.1.1 and Rule 7.2.1, each of the Applicable Subscriber and Service Provider shall bear his own costs, expenses and disbursements for or in connection with participating in the proceedings under these Scheme Rules, including the costs of any advisors retained.

7.6 Exclusion of Liability

The ADR Scheme is made available, and use of the ADR Scheme on the terms of these Scheme Rules shall in any event be, subject to the Applicable Subscriber and Service Provider waiving any and all claims and rights against and excluding all liabilities on the part of the Scheme Operator, Scheme Mediator, Scheme Determinant and IMDA (and their respective officers, employees and representatives) for any act, omission or decision in the course of or in connection with the use or implementation of the ADR Scheme, unless perpetrated by proven fraud or wilful misconduct.

7.7 Termination of Proceedings

7.7.1 Upon termination of the proceedings under this ADR Scheme, whether pursuant to Rule 4.2, Rule 6.2.1(ii), Rule 6.2.2, Rule 7.1.1(ii)(b), Rule 7.1.5(i), Rule 7.1.5(ii)(b), Rule 7.2.1(ii)(b) or Rule 7.2.4, the Applicable Subscriber and Service Provider shall immediately cease use of the Online Platform, including the Chatroom, for purposes of any further communication on the matter of the Applicable Dispute in question, without prejudice to Rule 4.4 above.

7.7.2 Notwithstanding the said termination, the Scheme Operator shall be entitled to payment of any and all outstanding fees payable under the terms of these Schedule Rules. If for any reason, any such fees had not become due prior to the termination, they shall become due and payable upon such termination.

7.8 Governing Law and Interpretation

7.8.1 The Scheme Rules shall be governed and constructed in accordance with the laws of Singapore.

7.8.2 In the event of any ambiguity in or inconsistency between any provisions in these Scheme Rules, the Scheme Operator's interpretation of the relevant Scheme Rules shall be final and binding.

7.9 Amendments

Any, some or all of these Scheme Rules may be modified, changed, amended or updated from time to time by superseding such Scheme Rules as are so modified, changed, amended or updated.

ANNEX A

Fees Payable for Scheme Mediation

IMDA Scheme Rules - Reference	Type	Contribution to Fees By		Total Fees Payable
		Applicable Subscriber	Service Provider	
Rule 7.1.4(i)(d)	Asynchronous Text Messaging in Chatroom	10% S\$10	90% S\$90	100% S\$100
Rule 7.1.4(ii)(b)	In-Person at Physical Venue	10% S\$10	90% S\$90	100% S\$100

ANNEX B

Fees Payable for Scheme Determination

IMDA Scheme Rules - Reference	Type	Contribution to Fees By		Total Fees Payable
		Applicable Subscriber	Service Provider	
Rule 7.1.5(ii)(a) & Rule 7.2	After attempt at Scheme Mediation	30% S\$225	70% S\$525	100% S\$750
Rule 6.2.2(ii) & Rule 7.2	By-pass Scheme Mediation	50% S\$375	50% S\$375	100% S\$750