

RIPOFF REPORT VIP ARBITRATION RULES

EFFECTIVE JULY 2020

1. **Short Title:** The following will be known as the VIP Arbitration Rules and may be referred to hereinafter as the “Rules”.
2. **Definitions and Terms:** For purposes of the Rules, the following definitions apply:
 - a. **“Administrator”** means an agent of Ripoff Report assigned by Ripoff Report to administer the VIP Arbitration Program. The Administrator serves as the central contact point for everyone involved in the Arbitration.
 - b. **“Arbitrator”** means the individual chosen by Ripoff Report to read the submissions and related Evidence and render an Arbitrator Decision. The Arbitrator will be neutral and independent. Ripoff Report will assign cases to Arbitrators in Ripoff Report’s pool of professional Arbitrators.
 - c. **“Arbitrator Decision”** means the written Decision prepared by the Arbitrator, which will identify the Report, and any additional Comment(s) thereto, challenged by the Complainant and will state whether the Arbitrator has determined the Report and any related Comment(s) thereto, considered together as a whole when included, to be substantially true, or substantially false. If requested by the Complainant, the Arbitrator Decision may also make a finding regarding whether the Report accurately reflected the Author’s relationship to the Complainant.
 - d. **“Arbitration Statement”** means the initial Statement prepared by the Complainant on the form provided by Ripoff Report.
 - e. **“Author”** means the individual who submitted the Report and/or related Comment(s) to Ripoff Report.
 - f. **“Author Response”** means the response statement prepared by the Author on the form provided by Ripoff Report.
 - g. **“Comment”** means any subsequent comment, regardless of how it is named (e.g., Rebuttal, Update, Consumer Suggestion, or a Consumer Comment), that is associated with a specific Report.
 - h. **“Complainant”** means the individual or company, domiciled in the United States for the purposes of jurisdiction or otherwise in North America and exclusively attorns jurisdiction to the laws of United States, that is the subject of a Report and any related Comment(s) and who seeks an arbitrator’s decision regarding the truth or falsity of the Report and any related Comment(s).
 - i. **“De-Indexing”** means coding the Report in such a way that it may remove the Report search result directly from the index and cache of search engine search results. Results cannot be guaranteed.
 - j. **“Document”** means a photograph or an authentic document that existed prior to the Report and that was not created for the purpose of Arbitration that is submitted by a party in support of its Arbitration Statement or Author Response.
 - k. **“Evidence”** means the Document(s) or Witness Statement(s) that may be submitted in connection with the Arbitration Statement.
 - l. **“Parties”** means the Complainant, Author(s), and/or legal representation on any of their behalf.
 - m. **“Report”** means the specific posting on Ripoff Report, characterized by having a specific number (e.g., Report #123456) that the Complainant identifies as the posting that contains false statements of fact and other content that may be perceived as a violation of Ripoff Report’s Terms of Service, about the Complainant. “Report” includes the title of the posting. A Report is limited to one posting by one Author. A Report may include two or more posting by the same Author only if (1) the content of the posting is identical; or (2) one of the postings is the initial Report Filed by the Author and the other posting is a Update Comment to that initial Report filed by the same Author.
 - n. **“Title”** means the portion of a Ripoff Report posting that appears in red font above the body of the posting.

- o. **“Witness Statement”** means a statement based on personal knowledge, sworn under penalty of perjury, which must conform to the Witness Statement form provided by the Administrator and cannot exceed three (3) pages in length.
- 3. **Purpose:** Ripoff Report established the VIP (Voluntary, Impartial, Private) Arbitration Program to offer a platform for an efficient, inexpensive, unbiased Arbitration of the substantial truth or falsity of a Report and related Comment(s) when included and challenged. If the Complainant believes that the Author of the Report included in the Report one or more false statements of fact, the Complainant may use the VIP Arbitration Procedure to obtain an independent decision from a neutral arbitrator regarding the substantial truth or falsity of the posting as a whole. The Complainant may also use the VIP Arbitration Procedure to obtain an independent decision from a neutral arbitrator regarding whether the Author of the Report misstated his or her relationship to the Complainant. For example, the Complainant may seek a determination that the Author was never a customer of the Complainant even though the Author represented in the Report that he or she was a customer of the Complainant. The Arbitrator may, in connection with a bona fide Arbitration, review the Report for violations of Ripoff Report’s Terms of Service that are in existence at the time of the Arbitrator Decision and render a decision, based on the Arbitrator’s sole discretion that certain content may be in violation of such Terms of Service.
- 4. **Arbitrators:** Each professional Arbitrator selected will be independent of Ripoff Report and Ripoff Report will have no input or influence over the Arbitrator Decision. The Arbitrator will make a decision based on the preponderance of the evidence as to factual statements being challenged and will use their sole discretion to determine if any challenged Report and any related Comment(s) are perceived to be in violation of Ripoff Report’s then current Terms of Service.
- 5. **Arbitration Fees:** The fees for participating in the VIP Arbitration Program paid by the Complainant and are as follows:

 - a. \$2,000 per Report
 - b. \$250 per additional Comment to a Report, if any
- 6. **Payment Options for Arbitration:** Payment for the VIP Arbitration Program shall be made by debit or credit card. You will receive an invoice which will allow for electronic payment. Funds received are non-refundable.
- 7. **Computation of Deadlines and Administrator Discretion for Extensions:** If any deadline in these Rules falls on a Saturday, a Sunday, or a national holiday, the deadline is extended to the next business day. The Administrator has discretion to grant short extensions of the deadlines set forth herein if either Complainant or Author requests an extension and show good cause, but the Administrator is not required to do so, and may decline to do so for reasons of administrative efficiency in the Arbitration Program. The Arbitrator cannot accept submissions or grant extensions of time. Similarly, the Administrator is, upon notice to the Complainant and/or Author, entitled to an extension of up to fourteen (14) calendar days for processing if circumstances so warrant.
- 8. **Initiating the Arbitration Process:** The Complainant must initiate the process for VIP Arbitration Program by submitting all documentation **electronically** by emailing the Arbitration Administrator at arbitration@ripoffreport.com. Each document shall be scanned as a separate attachment, in PDF form, and all exhibits shall be well labeled (e.g., Complainant’s Arbitration Statement, Complainant’s Arbitration Agreement, Complainant’s Exhibits in support of the Statement, etc.). Any and all attachments shall contain no viruses, malware, spyware, or the like that may harm or otherwise disrupt the systems of Xcentric Ventures/Ripoff Report.

Complainant is solely responsible for ensuring that the Arbitration Administrator is provided with all the required documents and for verifying that all required materials are received by the Arbitration Administrator.

9. **Attorney Representation:** Neither the Complainant nor any responding Author is required to engage a lawyer or have legal representation to participate in the VIP Arbitration Program. The VIP Arbitration Program is structured to be informal and by paper only; briefs and legal memoranda are not part of the process. However, either or both parties may choose to be represented by an attorney in this proceeding.

10. **Arbitration Statement Compliance:** In order to be in compliance with the Rules, the Arbitration Statement (“Statement”) must meet each of the following requirements:
 - a. The Statement must be submitted on the forms provided Ripoff Report.
 - b. All questions on the Statement form must be answered. Where the Statement form provided by Ripoff Report identifies a maximum number of words, such limitation cannot be exceeded.
 - c. Evidence supporting the Statement must be Witness Statements or Documents (“Evidence”) capable of being emailed. No more than two (2) items of Evidence can be submitted to challenge any one specific statement or point being addressed in the Report or related Comment(s).
 - d. The certification at the end of the Statement must be completed and signed.

11. **Burden of Proof:** Each Report and any challenged Comment(s) are presumed to be true unless rebutted by a preponderance of reliable Evidence. The burden of proof falls on the Complainant, who must show by a “preponderance of the evidence” that a particular statement/point in a Report or related Comment(s) is false. Preponderance of the evidence means a showing that a challenged statement/point is more likely false than it is true. The Arbitrator will consider the Statement and Evidence provided by the Complainant and the Statement and Evidence, if any, presented by the Author(s), and will determine whether he or she finds that it is more likely than not that the challenged Report and any related Comment(s), considered together as a whole when included, is substantially true, or substantially false. If the Author does not participate in the Arbitration, the Arbitrator will still make a decision on the merits and will base that decision on the content of the Report and the Statement and Evidence submitted by Complainant. The Arbitrator will apply this balancing test to the content challenged in the Report and any related Comment(s) and, if appropriate, determine whether the Report accurately reflects the Author’s relationship to the Complainant.

12. **Non-compliance by Complainant:** Upon receipt of the executed Arbitration Agreement, Arbitration Fee in good funds and the Arbitration Statement, along with its accompanying Evidence, the Administrator will review the materials for compliance with these Rules. If the materials submitted are not in compliance, the Administrator will notify the Complainant of the deficiency. The Complainant will have five (5) business days from date of the notification to correct the deficiency.

13. **Invitation to Author:** Within three (3) business days of confirmation to Complainant from the Arbitration Administrator that the Arbitration materials are in compliance with the Rules, the Administrator will send to Author, by email, a copy of the Complainant’s Statement and its accompanying Evidence together with (i) an invitation to arbitrate the dispute (the “Invitation to Arbitrate”) and (ii) a form to be used to respond to the Arbitration Statement (the “Author Response Form”). The Administrator’s record of the email to the email contact provided by the Author to the Ripoff Report will be considered proof that the Author received the Invitation to Arbitrate. If the e-mail address that Author provided to Ripoff Report is invalid or otherwise fails to work when the Administrator sends the e-mail, the Author will be deemed to have waived his/her right to participate in the Arbitration.

14. **Anonymity:** The First Amendment to the United States Constitution provides for a right of free speech, which has been interpreted by the Courts as including the right to speak anonymously. Ripoff Report respects the First Amendment rights of the Author to remain anonymous. When an Author receives an Invitation to Arbitrate from the Administrator, the Author may choose to not respond because he or she wants to remain anonymous. The Author may respond without providing his or her identity or identifying information. Alternatively, the Author may respond and disclose his or her identity. The Author's Response, in its entirety, will be forwarded by the Administrator to the Arbitrator, and the Complainant. The Administrator, will not, however, forward the mailing envelope or email from which the submission was received. The Arbitrator has the discretion to give less weight to an Author's Response that is submitted anonymously.

15. **Author Response:** The Author will have twenty (20) calendar days to submit its completed Author Response Form to the Administrator by emailing the completed Arbitration Statement to arbitration@ripoffreport.com. The Author Response must meet each of the following requirements:
 - a. The Author Response must be submitted on the form provided by Ripoff Report.
 - b. All questions on the Author Response form must be answered. Where the Arbitration Statement Form provided by Ripoff Report identifies a maximum number of words, such limitation cannot be exceeded.
 - c. The Evidence must be Witness Statements or Documents. No more than two (2) items of Evidence can be submitted to challenge any one specific point/statement.

16. **Non-compliance by Author:** Upon receipt of the executed Arbitration Agreement, and the Author Response, along with its accompanying Evidence, the Administrator will review the materials for compliance with these Rules. If the materials submitted are not in compliance, the Administrator will notify the Author of the deficiency. The Author will have five (5) business days from date of the notification to correct the deficiency.

17. **Evidence:** The Complainant and the Author shall attach Evidence to their respective statements (Arbitration Statement, Author Response and Concluding Statement). Evidence must be in the form of either a Witness Statement or a Document. **Simply signing the Arbitration Statement/Author Response is not enough to be considered Evidence for the purposes of the Arbitration.** A Witness Statement must be based on personal knowledge, must conform to the form Witness Statement provided by the Administrator and cannot exceed three (3) pages in length. A Document is a photograph or an authentic document that existed prior to the Report and that was not created for the purpose of this Arbitration. When either a Complainant or the Author signs the Witness Statement, they understand that they are signing under penalty of perjury that the information contain therein is true and accurate.
 - a. **Lack of Confidentiality:** The Parties should not provide proprietary or non-public information in connection with Arbitration, as such information will be available to the Administrator, provided to the Arbitrator and the Parties and may be referred to in the Arbitrator Decision which will be made available on request. If certain Evidence necessary to support a particular position contains private/confidential information, it is up to the submitting party to provide an original version of the Evidence for the Arbitrator **and** a redacted version of the Evidence that may be submitted to the opposing party and/or be made available to the public. The Administrator cannot do this for you.

18. **Forwarding Author Response:** Within three (3) business days of the receipt of the Author's Response, the Administrator will forward the Author's Response, together with any supporting Evidence to the Complainant.

19. **Appointment of Arbitrator:** Within five (5) business days of the Administrator’s confirmation that the submitted materials are in compliance with the Rules, the Administrator will appoint an arbitrator from its panel of arbitrators and notify the Arbitrator, the Complainant, and the Author of the appointment.
 - a. **Conflicts/Recusal:** If the Arbitrator determines that he or she has a conflict of interest or that there are any circumstances that might in any way affect his or her impartiality, the Arbitrator will notify the Administrator who will appoint a different Arbitrator.

20. **Concluding Statement:** Complainant will submit its Concluding Statement (aka Reply in Support of Complainant’s Arbitration Statement), if any, within fourteen (14) calendar days after the Administrator forwards the Author’s Response to Complainant. The Complainant is not required to submit a Concluding Statement.

21. **Submission to Arbitrator:** Within three (3) business days of the receipt of the Concluding Statement by the Complainant, or the deadline for the Concluding Statement, the Administrator will submit the Arbitration Statement, the Author Response, and the Concluding Statement (collectively the “Submissions”) to the Arbitrator.

22. **Communication with Arbitrator:** The Complainant, Author, nor anyone on their behalf, shall make any attempt to directly contact the Arbitrator or take any action to improperly influence the Arbitrator. All communications with the Arbitrator (prior, during or after the Arbitration) are to go through the Administrator. The Parties, as part of the agreements that they enter into, will release the Arbitrator from all liability and will agree that they will not call the Arbitrator as a witness in any future proceeding.

23. **Release of Arbitrator Liability:** The Parties, as part of the agreements that they enter into, will release the Arbitrator from all liability and will agree that they will not call the Arbitrator as a witness in any future proceeding

24. **Arbitrator Decision:** In the absence of extenuating circumstances, the Arbitrator will render the Arbitrator Decision within fourteen (14) calendar days of receipt of the Submissions.

25. **Criteria to be Applied:** In rendering an Arbitrator Decision as to whether the Report and any related Comment(s), together as a whole when included, is substantially true, or substantially false, the Arbitrator will apply certain criteria.
 - a. **Fact vs. Opinion:** The Arbitrator will determine whether the challenged statement is a statement of fact or an opinion. Opinions are statements that are not capable of being objectively verified as true or false. If the Arbitrator determines that the challenged statement is an opinion, he or she will not render a decision as to its truth or falsity. For example, the statement “John is a stupid idiot” is a non-provable opinion statement and not a statement of fact. If the Arbitrator determines that the challenged statement is a statement of fact, he or she will weigh the Evidence as provided in these Rules. For example, the statement that “Acme Co. refused to refund my money” is a statement of fact that may be proved true or false.
 - b. **Rip-off:** A statement or implication that a company, a person, or a set of circumstances is a “rip-off” is an opinion and will not be ruled upon by the Arbitrator.
 - c. **Specific vs. General.** The Arbitrator may give more weight to specific statements than to general statements.
 - i. **Example 1:** The Author submits a Witness Statement that Acme Co. does not honor its money back guarantees. Acme submits a Witness Statement supported by a copy of the written

guarantee and stating that the Author returned the product outside of the time limit for the guarantee period and that the product was returned in a worn and used condition. The Arbitrator may give more weight to Acme's Statement.

- ii. **Example 2:** The Author submits a Witness Statement that the Author paid Acme \$3,235 for a product that had a money back guarantee and Acme refused to refund the money upon return of the product. Acme submits a Witness Statement that merely states that Acme always honors its guarantees, without specific detail about the Author's transaction. The Arbitrator may give more weight to the Author's statement.
- d. **Discretion on Terms of Service.** The Arbitrator, based upon a totality of the circumstances, may, at his or her sole discretion, perceive certain statements contained within the Report to be in violation of Ripoff Report's then current Terms of Service. This clause is **not** intended to cause redaction of simply unflattering opinions (e.g. calling someone a jerk) but rather a mechanism to redact content that is perceived solely by the Arbitrator to be "over the top" an/or not relevant to the subject Report when the Report, and related Comment(s) considered together as a whole when included, are otherwise considered substantially true. There is no bright-line rule that will be applied to this clause as it is 100% discretionary and may not be argued by the Complainant or Author.

26. Update to Report:

- a. In the event that the Arbitrator determines that the Report and any related Comment(s), considered together as a whole when included, is substantially true, with the exception of (i) below in this paragraph 26(a), there will be no updates or changes to the website related to the Arbitrator's Decision.
 - i. Any statement(s) that the Arbitrator perceives to be in violation of Ripoff Report's then current Terms of Service may be redacted from the Report and replaced with the following statement: **"(((REDACTED – Perceived violation of Terms of Service)))"**
- b. In the event that the Arbitrator determines that the Report and any related Comment(s) taken as a whole when included, is substantially false, then within five (5) business days of receipt of the decision from the Arbitrator, the Administrator will request the following updates be made to the Report:
 - i. The Title of the Report will be updated so that, immediately after the name of the individual or business and in place of the then existing remaining content of the title outside of the Complainant's name, the following words will be added: **"Notice: Ripoff Report VIP Arbitration Decision – Report Found Substantially False"**
 - ii. A summary of the Arbitrator's Decision will be posted after the Title and in place of the previous original content of the Report. The full decision of the Arbitrator will be available to the public upon request.
- c. Any Report and related Comment(s) thereto, considered together as a whole when included, found by the Arbitrator to be substantially false is eligible for post-Arbitration decision de-indexing from search engines.

27. Finality: The Arbitrator Decision will be final and non-appealable on any grounds to any tribunal.

28. Immunity: The Arbitrator is entitled to full immunity from any and all civil liability for failure to exercise care or skill in connection with the Arbitration.

29. No Liability: Neither Ripoff Report (including its operating entities and staff), nor the Arbitrator, is liable to any Party for any act or omission in connection with the VIP Arbitration Program.

- 30. Future Postings:** The VIP Arbitration Program does not have a monitoring and hold component as a benefit. Accordingly, Ripoff Report will not monitor for future postings to the arbitrated Report(s) or any other Reports. Parties interested in such monitoring may want to consider alternatives, e.g., general alerts through search engines or, Ripoff Report's [Personal Name Monitoring](#) or [Business Name Monitoring](#) programs as may be applicable. However, following the conclusion of the Arbitration, should Complainant become aware of a posting that is identical to or contains substantially similar allegations to any statement about the Complainant that was determined by the Arbitrator to be false, **and** the posting is by the same Author, the Complainant may provide notice of such posting(s) by e- mailing arbitration@ripoffreport.com. Upon confirmation by the Arbitration Administrator that the subsequent posting is by the same author, Ripoff Report will then, within five (5) business days, take action to initiate redaction of such identical or substantially similar false statements from the postings and may refer, in an editorial comment, to the prior posted Report that has been previously updated pursuant to the Rules.
- 31. Amendments:** These Rules may be updated or amended from time to time. The version of these Rules that is in place at the time of the filing of the Arbitration Statement shall be the applicable version.