



Fortuna Arbitration Rules

Version 1.1.





Table of Contents

Introduction..... 6

Rule 1: Definitions..... 7

 §1.1. Arbitrator Employment of Artificial Intelligence.....7

 §1.2. Party Employment of Artificial Intelligence.....7

 §1.3. Identification of Fortuna Arbitration Operator.....7

Rule 2: Disclaimers, Warranties, and Other Law 8

 §2.1. Mutual Warranties.....8

 §2.2. Disclaimers.....8

 §2.3. Disclosure.....8

 §2.4. Data and Training.....8

 §2.5. Partiality for Ex Ante Query Services.....8

 §2.5.1. Litigation Finance Data Exception.....8

 §2.6. Choice of Law and Forum.....9

 §2.7. Finality of Process.....9

 §2.8. Intervention.....9

 §2.8.1. Prohibition on Third-Party Intervention.....9

 §2.8.2. Fortuna Arbitration Intervention.....9

Rule 3: Jurisdiction of Fortuna Arbitration..... 10

 §3.1. By Contract.....10

 §3.2. By Consent.....10

 §3.3. First-Time Fee Discount.....10

Rule 4: Filing Procedure and Notices..... 11

 §4.1. Filing Procedure by Jurisdiction Type.....11

 §4.2. Necessary Information.....11

 §4.3. Filing Procedure.....12

 §4.4. Authority of Arbitrus.ai.....12

 §4.5. Joinder and consolidation.....12

 §4.6. Ex Parte Communications with Arbitrator.....12

 §4.7. Communications with Arbitrus.ai.....13

Rule 5: Fees..... 14

 §5.1. Arbitrus.ai Fees.....14





§5.2. Supplemental Fees 14

§5.3. Appellate Fees. 14

§5.4 Exceptions. 14

§5.5 Party to Pay..... 14

Rule 6: Adjudication Procedures 15

§6.1. Purpose..... 15

§6.2. Procedure. 15

§6.3. Extension. 15

§6.4. Discovery Authority of Arbitrus.ai..... 15

§6.5. Enforcement Authority of Arbitrus.ai..... 16

§6.6. Attendance at Hearing. 16

§6.7. Representation. 16

§6.8. Official Record of Proceedings..... 17

§6.9. Dispositive Motions. 17

§6.10. Evidence. 17

§6.11. Preliminary Injunctions and Interim Measures..... 18

§6.12. Statute of Limitations on Waiver of Rules..... 18

Rule 7: Awards 19

§7.1. Time of Award. 19

§7.2. Form of Award. 19

§7.3. Scope of Award..... 19

§7.4. Award Upon Settlement..... 19

§7.5. Delivery of Award. 20

§7.6. Modification of Award..... 20

§7.7. Judicial Proceedings..... 20

Rule 8: Appeals 21

§8.1. Purpose..... 21

§8.2. Adjudicating Body..... 21

§8.3. Grounds..... 21

§8.4. Process. 22

§8.5. Extension. 23

§8.6. Remedies..... 23

§8.7. Publication of Rulings..... 23

§8.8. Interlocutory. 23





§8.9. Statute of Limitations.....23

Rule 9: Ex Ante Query Prediction Services 24

§9.1. Scope.....24

§9.2. Permissible Use and Restrictions.....24

§9.3. Indemnification.....24

§9.4. Confidentiality. This provision supersedes all privacy rules from Fortuna Arbitration for Rule 9 services.....24





In those days there was no king in Israel; everyone did what was right in his own eyes.
Judges 17:6





Introduction

Fortuna Arbitration's Arbitrus.ai represents a transformative shift in arbitration, moving beyond AI as a mere research aid to an AI-driven decision-making framework, with human oversight providing balance. This AI-first approach enhances efficiency while significantly reducing the time, effort, and costs associated with case adjudication for consumers, corporations, and agents.

These Rules and Procedures were inspired and follow much of the best industry practices, ranging from due process, notice, and substantive rulings.

About Fortuna Arbitration

Fortuna Arbitration is a subsidiary of Fortuna-Insights, Inc., a legal research company aimed at providing high quality legal research and data. Fortuna Arbitration is the brainchild Fortuna-Insights founders Kimo Gandall, Kenny McLaren, as well as Husch Blackwell partner Brian Potts.





Rule 1: Definitions

§1.1. Arbitrator Employment of Artificial Intelligence. Parties acknowledge that these rules exist to facilitate and regulate the use of artificial intelligence in end-to-end dispute resolution. Consequently, Fortuna Arbitration may use AI to render and draft decisions. By agreeing, parties waive any right to challenge Fortuna Arbitration based on claims that AI technology is unconscionable, conducted in poor faith, or any other equitable doctrine.

§1.2. Party Employment of Artificial Intelligence. Parties understand that Fortuna Arbitration may contact certain parties during the testing of its artificial intelligence systems to use AI for drafting motions, arguments, or other relevant tasks. If this occurs, Fortuna Arbitration will disclose this information to both parties.

§1.3. Identification of Fortuna Arbitration Operator. When these rules mention “Arbitrator,” they refer to a human employee or agent of Fortuna Arbitration. References to “Arbitrus” or “Arbitrus.ai” indicate Fortuna Arbitration’s proprietary artificial intelligence systems. Fortuna Arbitration reserves the right to have human employees or agents review Arbitrus.ai’s work before disclosing rulings or information to the parties.





Rule 2: Disclaimers, Warranties, and Other Law

§2.1. Mutual Warranties. Fortuna Arbitration and the parties using its services agree to incorporate Fortuna Arbitration and its products into their dispute resolution framework under these rules. The parties acknowledge that these rules, along with any amendments, remain fully in effect. Fortuna Arbitration has sole discretion to interpret these rules. The parties cannot modify these procedures, even through a written agreement, without Fortuna Arbitration's express written consent.

§2.2. Disclaimers. Fortuna Arbitration and the parties using its services agree to integrate Fortuna Arbitration and its products into their dispute resolution framework under these rules. The parties acknowledge that these rules, along with any amendments, remain fully in effect. Fortuna Arbitration has sole discretion to interpret these rules. The parties cannot modify these procedures, even through a written agreement, without Fortuna Arbitration's express written consent. Furthermore, the Parties waive any claims against Fortuna Arbitration and agree to indemnify and hold it harmless for any actions related to these services, unless they have fully exhausted all appeal processes outlined in these rules.

§2.3. Disclosure. The Parties shall attach the Fortuna Arbitration Rules to either Party that may request them. Parties understand that neither Party is responsible for disclosing the use of ex ante query services, and presume that both Parties have used the ex ante query service, specified under Rule 9.

§2.4. Data and Training. The parties acknowledge that Fortuna Arbitration may use their anonymized arbitration data to train AI models unless they pay an additional Privacy Guarantee fee to opt out of data usage for training purposes.

§2.5. Partiality for Ex Ante Query Services. The Parties acknowledge that AI systems provide definitive determinations. Accordingly, Fortuna Arbitration may sell predictions about a case before its filing to one or both Parties (referred to as an "ex ante query" or "ex ante querying"). If a Party uses an ex ante query, it assumes liability and agrees to indemnify Fortuna Arbitration for its use. Parties agree that such ex ante querying, which happens outside a currently pending case, is **not** considered ex parte communications. Thus, a Party may not request, purchase, or rely on ex ante query prediction services for any case that has already been filed with Fortuna Arbitration. The Parties further recognize that an ex ante query represents a probability distribution of how Fortuna Arbitration may rule, rather than a definitive ruling. The Parties acknowledge, for example, that an 80% chance of prevailing indicates probable success, not a guaranteed outcome.

§2.5.1. Litigation Finance Data Exception. If the Party submitting an Ex Ante Query so agrees, Fortuna Arbitration may sell all information used to a third party Litigation Financer, who may use the information and data of a query for various services, including





providing the Party financing for a dispute. If a Party should still purchase a Privacy Guarantee, Fortuna Arbitration will not train AI models on the Party's data but may still convey the data to a third party Litigation Financer, who may.

§2.6. Choice of Law and Forum. This Agreement and any disputes arising from or related to it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The Parties agree that any legal action or proceeding related to this Agreement shall be brought exclusively in the state or federal courts located in Texas, and each Party consents to the personal jurisdiction of such courts. Any case with an amount in controversy exceeding five million dollars (\$5,000,000) must be submitted to the Texas Business Courts.

§2.7. Finality of Process. No Party may appeal any proceeding under these rules to any court of law until there is a finality of the process, including an exhaustion of the proceedings for an Appeal under Rule 8.

§2.8. Intervention.

§2.8.1. Prohibition on Third-Party Intervention. No third party may intervene in any arbitration proceeding conducted by Fortuna Arbitration unless expressly permitted by this Agreement or applicable arbitration rules. However, Fortuna Arbitration reserves the right to allow intervention by a third party if: (i) the intervening party has a direct and substantial interest in the dispute; (ii) all original parties consent to the intervention; or (iii) intervention is required by law, regulatory authority, or court order. Subject to the above, the right to allow intervention by a third party is under Fortuna Arbitration's discretion.

§2.8.2. Fortuna Arbitration Intervention. Fortuna Arbitration has the right to intervene in any judicial or administrative proceeding related to an arbitration conducted under these rules, including but not limited to proceedings for enforcement, challenge, or interpretation of an arbitral award. Fortuna Arbitration may exercise this right to protect its interests, clarify procedural issues, or ensure compliance with its arbitration framework.





Rule 3: Jurisdiction of Fortuna Arbitration

§3.1. By Contract. Parties must agree to use Fortuna Arbitration for resolving future disputes. To designate Arbitrus.ai as a binding arbitrator, users must insert the specified clause into their contract and pay the required fees.

§3.1.1. Clause. Include the following clause, either verbatim or in a substantially similar form: “Any dispute or claim arising from or related to this contract, including any breach, must be resolved through arbitration administered by Fortuna Arbitration. The arbitration will utilize Arbitrus.ai or other AI systems owned, licensed, or operated by Fortuna Arbitration, following the Fortuna Arbitration Rules. Any judgment based on the arbitration award may be entered in a court with appropriate jurisdiction. BY AGREEING TO THIS ARBITRATION PROCEDURE, THE PARTIES WAIVE THEIR RIGHT TO RESOLVE DISPUTES THROUGH A TRIAL BY JURY, JUDGE, OR ADMINISTRATIVE PROCEEDING. The arbitrator assigned by Fortuna Arbitration holds sole and exclusive authority to decide whether a dispute, claim, or cause of action falls under this arbitration agreement and to resolve any procedural questions arising from such disputes. NOTICE UNDER THIS PROVISION MAY BE SERVED VIA EMAIL.”

§3.1.2. Payment of Administrative Fees. The relevant administrative fees must be paid based on either the contract terms or the established price for Arbitrus.ai services. Fortuna Arbitration reserves the right to determine pricing for specific customs in separate policy agreements, which will take precedence over any conflicting provisions in these rules.

§3.1.3. Right to Refuse. Fortuna Arbitration may decline to cover a party if it refuses to accept payment of administrative fees. In such cases, Fortuna Arbitration must notify the Party and disclose the refusal.

§3.2. By Consent. Even if no prior agreement includes an arbitration clause, parties can mutually agree to use Fortuna Arbitration after one party files a case. However, Fortuna Arbitration may choose to reject cases submitted by mutual consent. If parties proceed by consent without paying the standard contract fee, they will be charged a significantly higher administrative fee.

§3.3. First-Time Fee Discount. Non-enterprise or first-time users can request a fee discount, reduction, or waiver from Fortuna Arbitration. If Fortuna Arbitration grants a discount, reduction, or waiver to one party, it must offer the same to the other party in the case. Fortuna Arbitration has sole discretion in determining fee discounts.





Rule 4: Filing Procedure and Notices

§4.1. Filing Procedure by Jurisdiction Type.

§4.1.1. By Contract. To initiate arbitration under an arbitration provision in a contract, the initiating party (“claimant”) must submit a Demand for Arbitration or Dispute Resolution to Fortuna Arbitration. The submission must include the administrative filing fee and a copy of the arbitration agreement from the parties’ contract. The filing fee must be paid before the case is considered properly filed. Claimants can complete the necessary forms online and submit them via email to arbitrus.ai@arbitrus.ai or through the online portal at <https://www.arbitrus.ai/>, as outlined in §4.3. Where coverage is ambiguous, Fortuna Arbitration retains the right to interpret coverage and jurisdiction.

§4.1.2. By Court Order. To initiate arbitration under a court order, the claimant must file a Demand for Arbitration with Fortuna Arbitration, along with the required filing fee and a copy of any applicable arbitration agreement from the parties’ contract. A Demand for Arbitration form can be found on the Fortuna Arbitration documents page: <https://www.arbitrus.ai/templates>.

- a. The filing Party shall include a copy of the court order;
- b. The filing fee must be paid before a matter is considered properly filed. If the court order directs that a specific Party is responsible for the filing fee, it is the responsibility of the filing Party to either make such payment to Fortuna Arbitration and seek reimbursement as directed in the court order or to make other such arrangements so that the filing fee is submitted to Fortuna Arbitration with the Demand; and
- c. The Party filing the Demand with Fortuna Arbitration is the claimant and the opposing Party is the respondent regardless of which Party initiated the court action. Parties may request that Arbitrus.ai alter the order of proceedings.

§4.1.3. By Pre-existing Dispute. Parties to any existing dispute who have not previously agreed to use these Rules may commence an arbitration under these Rules by filing a written Submission Agreement and the administrative filing fee. To the extent that the parties’ Submission Agreement contains any variances from these Rules, such variances should be clearly stated in the Submission Agreement.

§4.2. Necessary Information. Information to be included, but may not be necessary, with any arbitration filing includes:

- a. The name of each Party;
- b. The address of each Party and, if known, the telephone number and email address;
- c. If applicable, the name, address, telephone number, and email address of any known representative for each Party;





- d. A statement setting forth the nature of the claim including the relief sought and the amount involved; and
- e. The jurisdiction requested if the arbitration agreement does not specify one.

§4.3. Filing Procedure. The claimant may file or submit a dispute to Fortuna Arbitration in the following manner:

- a. By emailing Fortuna Arbitration at arbitrator@arbitrus.ai, and CC'ing kimo.gandall@fortuna-insights.com OR by filling out the “Submit Dispute” option found on <https://www.arbitrus.ai/>;
- b. If by email, the filing Party shall simultaneously provide a copy of the Demand and any supporting documents to the opposing Party, ELSEWISE if by the “Submit Dispute” option, Fortuna Arbitration shall serve notice, wherein after Fortuna Arbitration determines the case is covered and payment made. Any papers, notices, or process necessary or proper for the initiation of an arbitration under this Rule may be served on a Party by electronic service/email;
- d. Fortuna Arbitration shall provide notice to the parties (or their representatives if so named) of the receipt of a Demand or Submission when the administrative filing requirements have been satisfied. The date on which the filing requirements are satisfied shall establish the date of filing the dispute for administration. However, all disputes in connection with the Fortuna Arbitration determination of the date of filing may be decided by the Arbitrus.ai;
- e. It is the responsibility of the filing Party to ensure that any conditions precedent to the filing of a case are met prior to filing an arbitration, as well as any time requirements associated with the filing. Any dispute regarding whether a condition precedent has been met may be raised with Arbitrus.ai for determination; or
- f. Fortuna Arbitration has the authority to make an administrative determination whether the filing requirements set forth in this Rule have been met.

§4.4. Authority of Arbitrus.ai. Any decision made by Fortuna Arbitration regarding filing requirements and procedures shall not interfere with the Arbitrus.ai’s authority to determine jurisdiction.

§4.5. Joinder and consolidation. Cases involving more than ten parties may be placed under joinder or consolidation by a valid motion from one of the Parties that is subsequently ordered by Fortuna Arbitration. When a party successfully files for joinder or consolidation, and Arbitrus.ai agrees, the initial filing fee is converted to ten times the standard fee, regardless of the number of claimants. However, if the claimed damages exceed \$500,000, the initial filing fee is capped at fifteen times the standard fee. Joinder or consolidation may be filed prior to a case being properly filed.

§4.6. Ex Parte Communications with Arbitrator. No Party and no one acting on behalf of any Party shall communicate *ex parte* with Arbitrus.ai concerning the arbitration, except that a Party, or someone acting on behalf of a Party, may communicate *ex parte* with Fortuna Arbitration for direct appointment in order to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate’s qualifications, availability, or





independence in relation to the parties or to discuss the suitability of candidates for selection as a third arbitrator where the parties or Party-designated arbitrators are to participate in that selection. If *ex parte* communication does incidentally occur, all communications must be disclosed to all Parties. This provision does NOT include Rule 9 services, which must occur prior to a case.

§4.7. Communications with Arbitrus.ai. Fortuna Arbitration understands that some Parties may have difficulty in navigating an AI portal. If not otherwise available in the provided portal, or a Party has questions, any Party may communicate at any time with Arbitrus.ai by emailing arbitrator@arbitrus.ai. All communications with Arbitrus.ai must be disclosed to all Parties.





Rule 5: Fees

§5.1. Arbitrus.ai Fees. Fortuna Arbitration fees are a filing fee based on the amount of the claim and the type of parties (commercial or consumer). The fee information in these rules allows Parties to exercise control over administrative fees. Subject to discounts, reductions, and waiver provided by Fortuna Arbitration, Parties may pay the fees in various forms, which may include (1) a set fee per year per contract to cover a certain number of cases for a discount (**5.4 Exceptions**); or (2) an arbitration fee based on the dispute. The Parties authorize Fortuna Arbitration to charge the arbitration fee through the fee schedule (hereinafter “Fortuna Fee Schedule” or “Fortuna Arbitration Fee Schedule”) specified in Table A. The Parties recognize the fee schedule may change over time. The Parties warrant that failure to comply with the Fortuna Fee Schedule is a material, incurable breach that authorizes Fortuna Arbitration to terminate and pursue damages against the non-paying and non-compliant party. Noncompliance with the Fortuna Fee Schedule does NOT authorize either of the Parties to terminate, nor does it, without Fortuna Arbitration’s express authorization, authorize either Party to declare the agreement voidable or void. Fortuna Arbitration retains the ultimate right to discern the type of Party. Fortuna must issue notice of the fee total to the Parties during the ‘notice’ stage of proceedings.

§5.2. Supplemental Fees. For any additional processes, Fortuna Arbitration retains the right to issue reasonable supplemental fees.

§5.3. Appellate Fees. If a party submits an appeal to a Fortuna Arbitration human arbitrator, the party must pay a set fee defined in Table A.

§5.4 Exceptions. The fees established under this agreement may be amended through a policy issued by Fortuna Arbitration to the Parties.

§5.5 Party to Pay. The plaintiff must always pay the initial filing fee, and the non-prevailing party must pay the closing fee UNLESS otherwise specified by applicable statute or corporate policy for consumers.





Rule 6: Adjudication Procedures

§6.1. Purpose. The goal of the process is to set an objective, expedient timeline for arbitration, while providing flexibility for the parties.

§6.2. Procedure. Unless a 6.3 extension or other motion required by these rules or law is ordered by Arbitrus.ai OR Fortuna Arbitration OR any human employee or agent of Fortuna Arbitration determines otherwise based on the facts, Arbitrus.ai shall maintain the following adjudicative process upon receiving a valid complaint:

- a. *Notice.* Arbitrus.ai shall serve notice to the Parties that a claim has been filed. The notice shall include: the name of the Parties; the timeline of the process; the email for filing any motions or requesting any information not available in the Arbitrus.ai portal; and a copy of these rules;
- b. *Brief Exchanges.* Upon serving notice, the respondent Party shall answer the claimant within seven (7) days; and upon filing the answer, the initiating Party may request to respond to the answer within seven (7) days;
- c. *Discovery.* At Arbitrus.ai's discretion, Arbitrus.ai may order discovery, due within seven (7) days, but extendable by Arbitrus.ai's discretion. The normal period for additional information to be submitted shall, unless otherwise specified, be seven (7) days. Upon party requests, an additional exchange of briefs may occur after discovery, if new material facts become present;
- d. *Hearing.* After receiving the response, Arbitrus.ai may schedule a hearing in the portal. The hearing shall not be oral and will include a written format for responses. The hearing must occur within seven (7) days; and
- e. *Ruling.* Arbitrus.ai shall issue a ruling within three (3) days, followed by an award no later than thirty (30) days;

§6.3. Extension. Arbitrus.ai, either in his own discretion or in response to a filing, may issue a reasonable timeline extension under these rules, if such an exception is noticed to the claimant and respondent parties.

§6.4. Discovery Authority of Arbitrus.ai. Arbitrus.ai shall manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute, while at the same time promoting equality of treatment and safeguarding each Party's opportunity to fairly present its claims and defenses. Arbitrus.ai is not required to follow normative legal rules relevant in a district court, although such rules may be persuasive. Arbitrus.ai may, on application of a Party or on Arbitrus.ai's own initiative:

- a. Require the parties to exchange documents in their possession or custody on which they intend to rely;
- b. Require the parties to update their exchanges of the documents on which they intend to rely as such documents become known to them;
- c. Require the parties, in response to reasonable document requests, to make available to the other Party documents in the responding Party's possession or custody, not





- otherwise readily available to the Party seeking the documents, and reasonably believed by the Party seeking the documents to exist and to be relevant and material to the outcome of disputed issues; and
- d. Require the parties, when documents to be exchanged or produced are maintained in electronic form, to make such documents available in the form most convenient and economical for the Party in possession of such documents, unless Arbitrus.ai determines that there is good cause for requiring the documents to be produced in a different form. The parties should attempt to agree in advance upon, and Arbitrus.ai may determine, reasonable search parameters to balance the need for production of electronically stored documents relevant and material to the outcome of disputed issues against the cost of locating and producing them.

§6.5. Enforcement Authority of Arbitrus.ai. Arbitrus.ai shall have the authority to issue any orders necessary to enforce these provisions and any other rule or procedure and to otherwise achieve a fair, efficient and economical resolution of the case, including, without limitation:

- a. Conditioning any exchange or production of confidential documents and information, and the admission of confidential evidence at the hearing, on appropriate orders to preserve such confidentiality;
- b. Imposing reasonable search parameters for electronic and other documents if the parties are unable to agree;
- c. Allocating costs of producing documentation, including electronically stored documentation;
- d. In the case of willful non-compliance with any order issued by Arbitrus.ai, drawing adverse inferences, excluding evidence and other submissions, and/or making special allocations of costs or an interim award of costs arising from such non-compliance;
- e. Issuing any other enforcement orders which Arbitrus.ai is empowered to issue under applicable law.

§6.6. Attendance at Hearing.

§6.6.1. Executive Session. Arbitrus.ai shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. Arbitrus.ai shall otherwise have the power to require the exclusion of any witness, other than a Party or other essential person, during the testimony of any other witness. It shall be discretionary with Arbitrus.ai to determine the propriety of the attendance of any other person.

§6.6.2. Prohibition on Default Judgments. Unless the law provides to the contrary, the arbitration may proceed in the absence of any Party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a Party. Arbitrus.ai shall require the Party who is present to submit such evidence as Arbitrus.ai may require for the making of an award.

§6.7. Representation. Any Party may participate without representation (pro se), or by counsel or any other representative of the Party's choosing, unless such choice is prohibited by applicable law. A Party intending to be so represented shall notify the other Party and Arbitrus.ai of the





name, telephone number and address, and email address if available, of the representative at least seven calendar days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a Party, notice is deemed to have been given.

§6.8. Official Record of Proceedings.

- a. *Transcribed Record.* Any Party desiring a transcribed record of a hearing shall make arrangements directly with a transcriber or transcription service and shall notify Arbitrus.ai and the other parties of these arrangements at least seven calendar days in advance of the hearing. The requesting Party or parties shall pay the cost of the record. The arbitrator may deny transcription requests.
- b. *Recording.* No other means of recording any proceeding will be permitted absent the agreement of the parties or per the direction of the arbitrator.
- c. *Transcript.* If the transcript or any other recording is agreed by the parties or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties at the direction of the arbitrator.
- d. *Fees.* Arbitrus.ai may resolve any disputes with regard to apportionment of the costs of the transcription or other recording.
- e. *Interpreter.* Any Party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

§6.9. Dispositive Motions. Arbitrus.ai may allow the filing of and make rulings upon a dispositive motion only if Arbitrus.ai determines the moving Party has shown that the motion is likely to succeed and to dispose of or narrow the issues in the case. Consistent with the goal of achieving an efficient and economical resolution of the dispute, Arbitrus.ai shall consider the time and cost associated with the briefing of a dispositive motion in deciding whether to allow any such motion. If a dispositive motion includes a motion to withdraw, summary judgement, or dismissal, the ruling of Arbitrus.ai shall be reviewed by a human agent of Fortuna Arbitration.

§6.10. Evidence.

§6.10.1. Generally. The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as Arbitrus.ai may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary.

§6.10.2. Admissibility of Evidence. Arbitrus.ai shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by Arbitrus.ai to be cumulative or irrelevant.

§6.10.3. Legal Privilege. Arbitrus.ai shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.





§6.10.4. Subpoena. Arbitrus.ai or other persons authorized by law to subpoena witnesses or documents may do so upon the request of any Party.

§6.11. Preliminary Injunctions and Interim Measures. Arbitrus.ai may take whatever interim measures he deems necessary, including injunctive relief and measures for the protection or conservation of property and disposition of perishable goods. Such interim measures may take the form of an interim award, and Arbitrus.ai may require security for the costs of such measures. A request for interim measures addressed by a Party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

§6.12. Statute of Limitations on Waiver of Rules. Any Party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object. This rule shall not limit other reasonable limitations imposed by Arbitrus.ai in regards to a waiver of rules.





Rule 7: Awards

§7.1. Time of Award. The award shall be made promptly by Arbitrus.ai and, unless otherwise agreed by the parties or specified by law, no later than 30 calendar days from the date of closing the hearing, or, if oral hearings have been waived, from the due date set for receipt of the parties' final statements and proofs.

§7.2. Form of Award. Any award shall be in writing and signed by a human agent of Fortuna Arbitration on behalf of Arbitrus.ai. Signatures may be executed in electronic or digital form. The award shall be executed in the form and manner required by law. Arbitrus.ai need not render a reasoned award unless the parties request such an award in writing prior to appointment of the arbitrator or unless the arbitrator determines that a reasoned award is appropriate.

§7.3. Scope of Award.

§7.3.1. Remedies. Arbitrus.ai may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract.

§7.3.2. Interim Award. In addition to a final award, Arbitrus.ai may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. In any interim, interlocutory, or partial award, the arbitrator may assess and apportion the fees, expenses, and compensation related to such award as the arbitrator determines is appropriate.

§7.3.3. Additional Fees. In the final award or any order disposing of all of the case, the arbitrator shall assess the fees, expenses, and compensation. Arbitrus.ai may also assess such fees, expenses, and compensation in any order or award disposing of part of the case. Arbitrus.ai may apportion such fees, expenses, and compensation among the parties in such amounts as the arbitrator determines is appropriate. The award of Arbitrus.ai may, but is not limited to:

- a. Interest, at such rate and from such date as the arbitrator may deem appropriate; and
- b. An award of attorneys' fees if all parties have requested such an award or it is authorized by law or the parties' arbitration agreement.

§7.4. Award Upon Settlement. If the parties settle their dispute during the arbitration process and if the parties so request, Arbitrus.ai may set forth the terms of the settlement in a "consent award." A consent award must include an allocation of arbitration costs, including administrative fees and expenses as well as arbitrator fees and expenses. The consent award shall not be released to the Parties until all administrative fees and all arbitrator compensation have been paid in full.





§7.5. Delivery of Award. Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at their last known addresses, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

§7.6. Modification of Award. Within 20 calendar days after the transmittal of any award, any Party, upon notice to the other parties, may request Arbitrus.ai, through Fortuna Arbitration, interpret the award or correct any clerical, typographical, or computational errors in the award. Arbitrus.ai is not empowered to re-determine the merits of any claim already decided. The other parties shall be given 10 calendar days to respond to the request. Arbitrus.ai shall dispose of the request within 20 calendar days after transmittal by Fortuna Arbitration to the arbitrator of the request and any response thereto. If Arbitrus.ai has established a different schedule for such requests, responses, and disposition, the arbitrator's schedule will supersede the deadlines set forth in this Rule.

§7.7. Judicial Proceedings.

§7.7.1. Release of Documents. Fortuna Arbitration shall, upon the written request of a Party to the arbitration, furnish to the Party, at the Party's expense, copies or certified copies of any papers in Fortuna Arbitration's possession that are not determined by Fortuna Arbitration to be privileged or confidential.

§7.7.2. Applications to Court and Exclusion of Liability. No judicial proceeding by a Party relating to the subject matter of the arbitration shall be deemed a waiver of the Party's right to arbitrate. Neither Fortuna Arbitration nor any arbitrator or agent of Fortuna Arbitration, including Arbitrus.ai, in a proceeding under these Rules is a necessary or proper Party in any judicial proceedings relating to the arbitration or any other services provided by the Fortuna Arbitration. Parties to an arbitration under these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof. Parties to an arbitration under these Rules shall be deemed to have consented that the Fortuna Arbitration shall not be liable to any Party in any action for damages, or injunctive or other relief, for any act or omission in connection with any arbitration administered in whole or in part by Fortuna Arbitration or conducted under these Rules. Parties shall also be deemed to have consented that the arbitrator shall not be liable to any Party in any action for damages, or injunctive or other relief, for an act or omission in connection with any arbitration administered in whole or in part by Fortuna Arbitration. Parties to an arbitration under these Rules may not call the arbitrator, Fortuna Arbitration, Fortuna-Insights, Fortuna Arbitration employees, or Fortuna-Insights employees as a witness in litigation or any other proceeding relating to the arbitration. The arbitrator, Fortuna Arbitration, Arbitrus.ai and any Fortuna Arbitration or Fortuna-Insights employees or agents are not competent to testify as witnesses in any such proceeding.





Rule 8: Appeals

§8.1. Purpose. As with all legal proceedings, artificial intelligence can both be effective at scale but insufficient for personalized justice. To remedy specific instances that affect both humans and AI systems, the goal of an Appeal is to rectify inconsistencies. Parties also understand that most arbitration do not permit appeals, and that this appeals process is designed only to effectuate a fair and equitable process, and not to retry the merits of a case. Moreover, this process is not designed to replicate an appeals court—rather, it is to temper the potential of poor outputs by new technology.

§8.2. Adjudicating Body. The Fortuna Arbitration Administrative Committee shall have original jurisdiction over all appeals and may grant appellate jurisdiction to an individual Arbitrator.

§8.3. Grounds. A Party may dispute a ruling by Arbitrus.ai only on the following grounds:

§8.3.1. Due Process. A Party must demonstrate that Arbitrus.ai improperly followed these rules.

§8.3.2. AI Specific Objections. If a Party believes that Arbitrus.ai functioned incorrectly, it may appeal on one of the following grounds:

- a. *General Hallucination.* A general hallucination occurs when a model generates text that sounds true but is verifiably false. In the context of Arbitrus.ai rulings, a hallucination happens if the system fabricates a case or fact that does not exist. This ground cannot be used to argue that a case or fact was misrepresented or inadequately considered. Instead, an appeal based on general hallucination must demonstrate that the case or fact in question is verifiably false and that its falsity was significant enough to alter the case's outcome or would pose considerable harm to public policy. For the latter claim, Fortuna Arbitration retains a right to review decision making models to determine if the falsity altered the probability distribution. Since hallucinations challenge the fundamental purpose of Arbitrus.ai as an efficient and factual dispute resolution system, such claims undergo de novo review.
 1. Example 1: If Arbitrus.ai fabricates a case name and facts that lead to a claim's dismissal, this would provide valid grounds for appeal—even if the fabricated case correctly represents a legal principle. Correcting such errors is crucial in AI systems to encourage parties to Shepardize and verify case authority, even if the case should be dismissed regardless.
 2. Example 2: In a contract dispute over Subject A breaking a vase, if Arbitrus.ai determined that a video showing the act was sufficient evidence despite Subject A's face being obscured, an appeal arguing that the video is insufficient would not be a valid ground for appeal.
- b. *Completeness.* Completeness refers to the rule being related to the case; that is, a claim about completeness is related to the claim and not source. This information





might be factually true (i.e. not a hallucination), and it might be grounded (rooted in a verifiable source about the topic), but either not relevant or binding to adjudicating the case. Because completeness is about an error of judgement about the relation of the ruling to the adversarial claims, the standard of review for a completeness claim is an abuse of discretion. Completeness is often referred to as “accuracy” or “correctness.”

1. Example 1: The case is about a contract dispute involving subject A breaking subject B’s vase, but the ruling, citing a case on the rule against perpetuities, claims that because perpetuities are prohibited, subject A is not liable. While the case is relevant to rule, the rule is irrelevant to the issue at controversy. So this case could be appealed based on correctness.
- c. *Groundedness*. Groundedness refers to whether an output provides a correct a source. An answer without a source is clearly not grounded; but even an answer with a source might not be grounded if the source is not related to the rule. Groundedness is separate from completeness because it only refers to a source being related to the claim, and not if the rule is true or truly supported by the source, as the claim might represent. Because groundedness is often about weighing the factors of a case in applying it to a rule, the standard of review for groundedness is abuse of discretion.
1. Example 1: In a case about a contract dispute involving subject A breaking subject B’s vase, a real case is cited improperly, with the pincite pointed to a different quote. The quote, however, does exist at a different pincite. This case would not be valid for appeal, because while the cite is incorrect, it did not manifestly affect the final decision.
 2. Example 2: In a case about a contract dispute involving subject A breaking subject B’s vase, a real case is cited about crashing a car. No analog is given to the rule. Based on the crashing of the car, a ruling is given against subject A. Subject A may be able to validly appeal, although the final ruling of the appeal would depend on the weighing of relevant factors of the case.

§8.4. Process. Unless a 8.5 extension or other motion required by these rules or law is ordered by the arbitrator, the Appeals process shall maintain the following adjudicative process:

- a. *Filing*. A Party must file an appeal with Fortuna Arbitration within thirty business (30) days of a ruling by Arbitrus.ai. The appeal must include the name of the Parties; the relevant case number; a copy of the ruling; and a brief outlining the Party’s appeal. The appeal must specify one of the grounds specified under Rule 8;
- b. *Certify Filing*. The Arbitrator shall convey to the Fortuna Arbitration Administrative Committee to certify the appeal to be heard. The Fortuna Arbitration Administrative Committee shall respond to the appeal within seven business days (7). If the appeal is denied, the Fortuna Arbitration Administrative Committee shall specify its reasons. If the appeal is accepted, the Fortuna Arbitration Administrative Committee shall either appoint an Arbitrator or sit as a Board for the appeal;





- c. *Notice.* Fortuna Arbitration shall assign a human Arbitrator to the case. The Arbitrator shall serve notice to the Parties that a claim has been filed. The notice shall include: the name of the Parties; the timeline of the process; the email for filing any motions related to the appeal;
- d. *Answer.* Upon serving notice, the respondent Party may answer the claimant within fourteen (14) days;
- e. *Hearing.* At either the Arbitrators or the Fortuna Arbitration Administrative Committee's discretion, a hearing may be ordered, given a seven (7) days notice; and then
- f. *Final and Binding Judgment.* Either the Arbitrator, or the Fortuna Arbitration Administrative Committee, whichever is charged with hearing the appeal, shall issue a final and binding opinion within fourteen (14) days.

§8.5. Extension. The Arbitrator or the Fortuna Arbitration Administrative Committee, either in its own discretion or in response to a filing, may issue a reasonable timeline extension under these rules, if such an exception is noticed to the claimant and respondent parties.

§8.6. Remedies. Depending on the severity of the issue in question, the Arbitrator of Fortuna Arbitration Administrative Committee may issue an appropriate remedy, including but not limited to, a retrial or correction of award. The remedy, however, may not reverse a decision on the merits by Arbitrus.ai, except to order a retrial. Any order for a retrial shall have the administrative costs under these rules waived.

§8.7. Publication of Rulings. Any appeal proceeding ruling may be publicly published, and constitute case precedence, binding on any future case under these rules. Any published proceedings must have party names and facts anonymized, and any records revealing a particular party must be held confidential.

§8.8. Interlocutory. Parties may make an appeal under these Rules only after any decision, for any reason, has been made by Arbitrus.ai.

§8.9. Statute of Limitations. All appeals, for any reason, must be made within ninety (90) days of the final ruling and award.





Rule 9: Ex Ante Query Prediction Services

§9.1. Scope. Rule 9 applies exclusively to predictive services offered by Fortuna Arbitration or Fortuna-Insights through Arbitrus. It does not cover any services related to cases that have already been filed by any party in any Arbitrus proceeding. When we refer to “predictive services” or “ex ante query” services, we mean the same thing.

§9.2. Permissible Use and Restrictions. Parties may request and purchase ex ante query predictions only before formally filing a case with Fortuna Arbitration. These queries serve solely as non-binding probability assessments of potential arbitration outcomes and are intended for internal strategic evaluation. Under no circumstances may a Party request, purchase, or rely on ex ante query predictions for any case that has already been filed with Fortuna Arbitration. Predictions obtained through ex ante queries cannot be submitted, referenced, or introduced as evidence in any arbitration, litigation, or legal proceeding.

Parties must not use ex ante query results to influence or communicate with arbitrators assigned to any dispute. Any violation of these restrictions may result in immediate termination of access to ex ante query services, nullification of any arbitration-related claims relying on ex ante predictions, and potential legal action, including injunctive relief and damages, against the violating Party.

§9.3. Indemnification. The Parties acknowledge that ex ante query predictions provided by Fortuna Arbitration are probabilistic assessments and do not guarantee specific arbitration outcomes. Fortuna Arbitration makes no representations or warranties, express or implied, regarding the accuracy, reliability, or fitness of ex ante query results for any particular purpose. The Parties assume full responsibility for any reliance on such predictions and waive any claims against Fortuna Arbitration arising from discrepancies between predicted and actual arbitration outcomes.

Each Party agrees to indemnify, defend, and hold harmless Fortuna Arbitration, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney’s fees) arising from or related to (i) the Party’s use or misuse of ex ante query predictions, (ii) any unauthorized disclosure or distribution of ex ante query results, (iii) any attempt to introduce ex ante query predictions as evidence in arbitration or litigation, and (iv) any violation of the terms of this Agreement. This indemnification obligation survives the termination or expiration of this Agreement.

§9.4. Confidentiality. This provision supersedes all privacy rules from Fortuna Arbitration for Rule 9 services. Fortuna Arbitration may use ex ante queries, including the data submitted for such queries, to refine its predictive models and improve arbitration services. However, if a Party requires **privacy guarantees** for its ex ante query predictions, it must pay an additional fee to opt into the “**Privacy Guarantee**” option. When selected, Fortuna Arbitration will ensure that the Party’s ex ante query data is neither retained nor incorporated into its predictive systems. Fortuna Arbitration represents and warrants that it shall not employ any data in which a party opts into the “Privacy Guarantee” option for training AI models.





Notwithstanding the above, Fortuna Arbitration assumes no liability for disclosures required by law, including court orders, regulatory requests, or other legal obligations. Fortuna Arbitration will make reasonable efforts to notify the affected Party of any such required disclosures, to the extent permitted by law. Unauthorized disclosure or misuse of ex ante query results by a Party constitutes a material breach of this Agreement and may result in termination of access, legal action, and other appropriate remedies.





Table A. Fortuna Commercial Arbitration Fee Schedule
For the petitioner

| Claim Total (USD) | Initial Filing Fee (USD) | Closing Fee (USD) |
|------------------------------------|---------------------------------|---|
| 75,000 or less | 2500 | 2500 |
| 75,000 to 150,000 | 5000 | 5000 |
| 150,000 to 500,000 | 10000 | 5000 |
| 500,000 and above | 10000 | 1% of claim (of the total damages, not on top of) up to 250,000. If no damages or award are given, the closing fee is 10,000. |
| Undetermined monetary claim | 2500 | 5000 |

Table B. Fortuna Consumer Arbitration Fee Schedule

| Claim Total (USD) | Initial Filing Fee (USD) | Closing Fee (USD) |
|------------------------------------|---------------------------------|--------------------------|
| 75,000 or less | 225 | 225 |
| 75,000 to 150,000 | 1500 | 500 |
| 150,000 to 500,000 | 2500 | 1000 |
| 500,000 and above | 5000 | 5000 |
| Undetermined monetary claim | 5000 | 1000 |

