

Arbitration Procedures

1. Overview. Arbitration is an alternative to litigation where a neutral person (the arbitrator) hears and decides the parties' dispute. Arbitration proceedings are designed to provide parties with a fair hearing in a manner that is faster and less formal than court proceedings. The following procedures (the "Arbitration Procedures") are applicable to all arbitration proceedings involving you and us.
2. Pre-Arbitration Dispute Resolution. We are always interested in resolving disputes amicably and efficiently. So before you commence an arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us at legal@review.com.
3. Administrator. The administrator for the arbitration is the American Arbitration Association ("AAA"), a non-profit organization that is not affiliated with us. The AAA facilitates, but does not itself conduct, the arbitration. The arbitrator who will hear and decide your dispute will be chosen from the AAA's roster of neutral arbitrators. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA's rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration.
4. Applicable Rules. The arbitration will be governed by the AAA's Commercial Arbitration Rules and its Consumer-Related Disputes Supplementary Procedures (together, the "AAA Rules"), as modified by these Arbitration Procedures. If there is any inconsistency between the AAA Rules and these Arbitration Procedures, the Arbitration Procedures will control. However, if the arbitrator determines that strict application of the Arbitration Procedures would not result in a fundamentally fair arbitration, the arbitrator may make any order necessary to provide a fundamentally fair arbitration that is consistent with the AAA Rules.
5. Commencing an Arbitration. To commence an arbitration against us, you must complete a short form, submit it to the AAA, and send a copy to us at TPR Legal, legal@review.com. To learn more about commencing an arbitration and to obtain a form to institute arbitration, see the AAA's claim filing page, <http://www.adr.org/fileacase>, and its guide on Representing Yourself in Arbitration, <http://www.adr.org/si.asp?id=4128>. You may represent yourself in the arbitration or have a lawyer (or some other representative) act on your behalf. Upon receipt of an arbitration claim, we may assert any counterclaims it may have against the complaining party.
6. Fees. You are responsible for paying your portion of the fees set forth in the AAA's fee schedule for consumer disputes. We will pay all remaining fees. If your claim against us is for less than \$1,000, we will pay all fees. If you believe you cannot afford the AAA's fee, you may apply to the AAA for a fee waiver.
7. Selection of the Arbitrator. The parties, using the AAA's standard procedures, will select a single arbitrator from a roster of neutrals prepared by the AAA.

8. Discovery. Each party may (a) request relevant, non-privileged documents from the other party; and (b) request that the other party provide the particulars of its claims or defenses. Any such discovery requests must be served on the other party within 10 days after the arbitrator's appointment. The responding party shall provide the requesting party with all responsive, non-privileged documents, the requested particulars, and/or any objections to the requests within 15 days after receipt of the requests. Any disputes about discovery or requests for extensions shall be submitted promptly to the arbitrator for prompt resolution. In ruling on any discovery dispute or extension request, the arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort what would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.

9. Communications with the Arbitrator. Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone conference call and copying the other party on any written submissions, such as letters or emails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or email. Ex parte communications are not permitted with any arbitrator.

10. Confidentiality. Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.

11. Arbitration Award. The arbitrator will render a written decision within 14 days after the hearing or, if no hearing was held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award.