

Rules of Procedure (“the Rules”)

Version 2.1. PDF (latest version)

Last Updated: September 2026

1. PURPOSE

- 1.1. These Rules set out the Out-of-Court Dispute Settlement (ODS) Scheme (‘the ODS Scheme’) that is available through Impress Dispute Resolutions (IDR) for the resolution of disputes.
- 1.2. Where any claim is referred for dispute resolution under the ODS Scheme, the parties shall be taken to have agreed that it shall be conducted in accordance with the Rules or any modified, amended, or substituted Rules which the ODS Scheme may have adopted and which have come into effect before the commencement of the procedure.

2. SCOPE

- 2.1. The ODS Scheme relates primarily to illegal content claims between a Claimant and a Respondent (online platform) within the scope of the Out-of-Court Dispute certification for IDR, including:
 - a) Data protection and privacy violations
 - b) Illegal or harmful speech
 - c) Intellectual property infringement
 - d) Negative impacts on civic discourse or election
 - e) Non-consensual behaviours, including bullying or intimidation
 - f) Acts of violence
- 2.2. The term ‘Claimant’ refers to a person who has a dispute with another party – legal or otherwise – which becomes the subject of an ODS matter.
- 2.3. These Rules are intended to govern dispute resolution under the Scheme. For the avoidance of doubt:
 - a) the applicable law will be the law of the Republic of Ireland where the civil claim has been or would be brought; unless the parties agree otherwise.
- 2.4. The parties may not amend or modify these Rules, or any procedure under

them, after the appointment of a case decision-maker unless the case decision-maker agrees to such amendment or modification.

3. SCHEME ADMISSIBILITY

- 3.1. A complainant may submit a request for the ODS Scheme through an online form available on the IDR website. The submission must include essential information such as:
- a) Personal identification details.
 - b) A description of the claim's subject matter.
 - c) Platform-specific information regarding disputed content, such as unique claim reference number, the online platform's Statement of Reason, and screenshot(s) of subject of claim (if available).
 - d) The specific actions or incidents resulting in the complaint.
 - e) The nature and extent of any harm or financial loss suffered.
 - f) The remedy or relief sought by the complainant.
- 3.2. For a complaint to be accepted under the ODS Scheme, it must satisfy the following criteria. These criteria are designed to maintain the integrity and fairness of the process:
- a) Scope: The complaint must fall within the scope of the ODS Scheme. For a complaint to be accepted it does not require a prior unsuccessful complaint by the applicant with the online platform (within the meaning of Art. 20 of the [Digital Services Act](#) (DSA)), however it will be encouraged by IDR in guidance provided.
 - b) Dispute type: The complaint must concern decisions taken by the online platform on the grounds that the information provided by the recipients constitutes illegal content, specifically:
 - i. decisions whether or not to remove or disable access to or restrict visibility of the information;
 - ii. decisions whether or not to suspend or terminate the provision of the service, in whole or in part, to the recipients;
 - iii. decisions whether or not to suspend or terminate the recipients' account;
 - iv. decisions whether or not to suspend, terminate or otherwise restrict the ability to monetise information provided by the recipients.
 - c) Substantial Connection: the complaint needs to have a substantial connection to the European Union, (for example, if the complainant lives inside the EU, or if the complainant lives outside of the EU, a substantial connection between the claim and the European Union).
 - d) Relevant Party: The complaint must be lodged against a relevant

entity, specifically an online platform within the scope of the scheme.

- e) Subject Matter: The complaint must pertain to issues of illegal content as defined by the national laws of the Republic of Ireland in relation to the [Digital Services Act](#) (DSA). Examples of relevant issues include:
 - i. Data protection and privacy violations
 - ii. Illegal or harmful speech
 - iii. Intellectual property infringements
 - iv. Negative impacts on civic discourse or elections
 - v. Non-consensual behaviours, including bullying or intimidation
 - vi. Acts of violence
- f) Legal Proceedings: The complaint must not be currently subject to active legal proceedings.
- g) ODS Proceedings: The complaint must not be currently subject to an active or resolved complaint with another ODS body.
- h) Enforcement Action: The complaint must not be subject to an [Article 9](#) order to act against illegal content by the relevant national judicial or administrative authorities.
- i) Criminal Offence: The complaint must not be subject to an [Article 18](#) enquiry where the information gives rise to a suspicion that a criminal offence involving a threat to the life or safety of any persons has taken place, is taking place, or is likely to take place.
- j) Assessment of Harm: The complainant should provide a clear and substantiated assessment of any harm or financial loss suffered as a result of the incident they are complaining about. These are information requirements only.
- k) Causation: The complaint should identify a specific action or activity by the online platform that directly caused the alleged harm or financial loss. These are information requirements only.

3.3. Upon receipt of the complaint, an IDR case administrator will conduct a preliminary assessment to ensure all necessary information has been provided. Should additional information be required, the complainant will be notified within 24 hours.

3.4. IDR will aim to complete preliminary assessments and accept or reject a complaint within three days. In instances where a complaint does not meet the admissibility criteria, the complainant will receive a written explanation detailing the reasons for the rejection.

3.5. Parties are required to actively cooperate with IDR in the discharge of its



functions. Amongst other requirements, this means that parties should provide IDR with all the information and documentation that may be reasonably required to enable IDR to perform its functions. All information will be held securely by IDR in line with our [Privacy Policy](#) and [Data Retention Policy](#).

4. APPOINTING AUTHORITY AND CASE DECISION-MAKER APPOINTMENT

- 4.1. When a complaint is accepted, the parties shall sign an agreement and submit it, through IDR, to [Ciarb](#). The procedure shall be regarded as commenced the signed agreement has been received by IDR and [Ciarb](#).
- 4.2. [Ciarb](#) shall appoint a case decision-maker from the IDR ODS Panel. The case decision-maker will manage the process making enquiries of the parties as necessary, with administrative support from IDR (see Rule 3.3.).
- 4.3. The case decision-maker shall have the necessary expertise, qualifications, and experience to decide on matters brought under the scheme. The following minimum standards relevant expertise are:
 - a) Legal qualification (a minimum of 7 years post-qualification experience) with the ability to hold judicial office or an equivalent qualification in the Republic of Ireland.
 - b) Accreditation in arbitration or dispute resolution, preferably through [Ciarb](#) or an equivalent recognised body.
 - c) A track record in handling disputes related to online platforms, digital content regulation, or user rights enforcement.
- 4.4. Case decision-makers appointed under this scheme may be subject to monitoring, supervision, or scrutiny by [Ciarb](#). By agreeing to the procedure under these Rules, the parties agree that disclosure of documentation to [Ciarb](#) for the purposes of such monitoring, supervision, or scrutiny does not infringe upon confidentiality relating to the dispute.

5. REPRESENTATION, INFORMALITY AND FEES

- 5.1. Without restricting the right of a party to be legally represented, the process shall be conducted in such a way to avoid the need for legal representation and to ensure any unrepresented party is not disadvantaged.
- 5.2. IDR is entitled to charge reasonable fees for conducting a settlement procedure. All fees are net (exclude VAT) and are to be borne by the online platform. The fees charged may not exceed the costs incurred by IDR. The payment obligation arises for the relevant online platform upon receipt of the signed agreement for admissible cases. Administration fees for inadmissible



cases are payable upon completion. IDR will invoice fees for admissible cases after the case decision-maker deems the procedure as completed, regardless of the stage of the proceedings ended in. The final fee will be set by the case decision-maker according to the [Fee Schedule](#). Fees are due upon receipt of the invoice from IDR.

- 5.3. If the process commences but is not concluded with a decision (for example, a complaint is rejected, a default decision is made, the matter is withdrawn or stayed, or because the matter is or otherwise settled between the parties) the online platform will pay a proportionate fee based on the hourly fee for the work undertaken up to when the process comes to an end.

6. THE CASE DECISION-MAKER'S INQUISITORIAL ROLE

- 6.1. The case decision-maker shall – as far as possible – be inquisitorial, taking the initiative to determine the facts and the law, managing the case, making enquiries of or putting propositions to either party, taking into account any inequality of legal representation. The case decision-maker must treat the parties fairly, ensuring that before any decision is made, each party has had a reasonable opportunity to put its case and consider the other party's case.
- 6.2. In the case of a platform, notwithstanding that the platform may be legally represented, the case decision-maker has the right to communicate directly with the person in the platform organisation with primary responsibility for legal and standards compliance matters.

7. PROCEDURE

- 7.1. The request for dispute resolution shall be handled by IDR, along with the arrangements for payment of the fee, collation of documents, and other necessary administrative support. Electronic communication, such as audio and video conferencing, will be available throughout to minimise costs. All communications will be documented and shared electronically. Documents can be shared via email or uploaded using the IDR webform unless otherwise requested, and alternatively will be shared through secure delivery.
- 7.2. After the appointment of the case decision-maker, and once all formalities are completed, the case decision-maker will initiate the process and issue a notice.
- 7.3. It shall be for the case decision-maker to decide all procedural and evidential matters. As soon as practicable after being appointed, the case decision-maker shall give directions to:



- a) the Claimant, requesting them to elaborate on or amend the information they originally provided about the nature of the claim and to supply any existing documents that they wish to rely upon by a specific date;
- b) the platform, requesting them to elaborate on any information they provided in response to the Claimant's request for dispute resolution and to supply any existing documents that they wish to rely upon by a specific date;
- c) both parties as to the procedure and the timings that will apply.

The case decision-maker shall give these directions unless they consider it is unnecessary or inappropriate to do so at this stage (for example because sufficient information and documents have already been provided, or because mediation or a strike out is being considered under Rule 10.1.).

7.4. The case decision-maker may give further directions at any time. These directions may include the order and timings within which further documents shall be exchanged, and whether or not expert evidence shall be admitted. In particular, once the scope of the dispute and its admissibility for dispute resolution is clear, the case decision-maker can direct the Claimant to set out in written form:

- a) the allegations of fact or matters of opinion along with evidence and or substantiation;
- b) the other remedies sought and the total value of all quantifiable sums if any claimed; and
- c) a copy of all statements any documents relied on that have not already been provided; and

The case decision-maker can direct the platform to set out in written form:

- d) the extent to which the allegations of the Claimant are accepted
- e) where allegations are denied
- f) their reasons for doing so, and
- g) if the platform intends to put forward a different version of events from that given by the Claimant, that they must state their own version and supply all documents and or statements relied on that have not already been provided.

7.5. These directions apply unless the case decision-maker considers it is unnecessary to do so.

7.6. The case decision-maker and the parties shall keep in mind throughout the process that one of the overarching aims is to provide a fair, low-cost alternative to litigation for all parties. Should either party consider that costs have, or may become, disproportionate to the issues and sums at stake, they

may apply to the case decision-maker for directions:

- a) requiring information about costs to date;
- b) on whether or not there should be a hearing (including remote hearing via an online platform);
- c) to limit the length and number of documents to be considered; and
- d) to limit the length of evidence and submissions at any hearing; with a view to ensuring, as far as practicable, that costs are proportionate.

- 7.7. The case decision-maker will ensure the proceedings are conducted in an impartial and fair manner. This includes when issuing formal directions to both parties, inviting representations, and facilitating the fair presentation of cases.
- 7.8. Information and documents provided by parties will ordinarily be shared with the other party. Any information which one party refuses to share with the other party will generally not be accepted. In exceptional cases, the case decision-maker may accept information or documentation in confidence (for example so that only an edited version, summary, or description is disclosed to the other party) where it considers that the dispute may still be fairly resolved.
- 7.9. The parties will be required to keep all information shared with them throughout the process in confidence, and not disclose it to anyone without the consent of the case decision-maker, except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right, or that such documents may already be in the public domain. Parties must keep all information in relation to a dispute in a secure place to prevent unauthorised access.

8. SPEED

- 8.1. The case decision-maker shall take all reasonable steps to ensure that, in processes conducted without a hearing, the dispute procedure is concluded within a period of 3 months from receipt of complaint in all cases, except for the most complex, where the dispute procedure is concluded within a period of 6 months. Extensions may be granted at the case decision-maker's discretion, balancing the need for thorough consideration with the Scheme's requirements to be carried out in a timely manner.
- 8.2. Where, having considered the material submitted, the case decision-maker considers that the claim is unlikely to be strong, but none of the thresholds for a strike out under Rule 10.1.(b) to (g) are met, the case decision-

maker shall consider whether directions can be given to fairly determine the claim as soon and as straightforwardly as practicable.

9. SETTLEMENT AND DETERMINATION

- 9.1. The case decision-maker shall seek to establish the facts underlying the dispute and exercise their powers accordingly. The case decision-maker may explore with the parties whether an agreed settlement is possible. If not, subject to Rule 10.1., the case decision-maker will decide the substance of the dispute in accordance with the applicable law (see Rule 2.3.).

10. DEFAULT AND STRIKING OUT

- 10.1. The case decision-maker shall have the powers to reach default judgment or strike out a matter in the event of a party's failure to comply with directions. After the claim has been referred to dispute resolution, the case decision-maker shall have the power to strike out all or part of a claim in the following circumstances:

- a) part of the claim has been set out only after the date given for the Claimant's response to a direction made under Rule 7.4.(a) and there was no good reason why it could not have been set out by that date (in which case the strike out power may be used only in respect of that part of the claim);
- b) the Claimant discloses no reasonable ground for bringing the claim;
- c) the claim is an abuse of process;
- d) the claim is trivial with the time and cost of the claim being wholly disproportionate to the dispute resolution process;
- e) the claim is made in bad faith;
- f) the claim is otherwise frivolous or vexatious; or
- g) the nature of the claim means the case decision-maker concludes that it can only be resolved by a court, or is significantly better suited for resolution by a court than under [Article 21](#) (for example, where there is a difficult point of law that needs to be resolved to justly determine the claim);

and where part or all of a claim is struck out under (g) above, the Claimant shall not be debarred from pursuing struck-out parts of their claim through litigation.

11. ARRANGEMENTS FOR ANY HEARING

- 11.1. Where deemed fair and equitable to do so, the case decision-maker will decide:
- a) whether or not to hold a hearing, and if so, after hearing representations from the parties, whether it should be held in public or in private, in person or remotely;
 - b) the procedures to be adopted at any hearing;
 - c) which, if any, witnesses shall attend; witnesses of fact will be questioned by the case decision-maker or, in exceptional cases and with the leave of the case decision-maker, the other party;
 - d) any time limits to be imposed on the length of oral submissions or the examination or cross-examination of witnesses.
- 11.2. The case decision-maker may at any time direct any of the following to be delivered to them in writing:
- a) submissions to be advanced by or on behalf of any party;
 - b) questions intended to be put to any witness;
 - c) answers by any witness to identified questions.

12. DECISIONS

- 12.1. Any decision by a case decision-maker shall be in writing, dated, and signed by the case decision-maker, and shall contain sufficient reasons to show why the case decision-maker has reached the decisions contained in it, unless the parties agree otherwise.
- 12.2. Any decision shall be final as to the issues determined in it and shall be non-binding on both parties.
- 12.3. There is no right of appeal of the case decision-maker's decision.
- 12.4. Data from the case decision will be kept for IDR to meet its reporting obligations.
- 12.5. The case decision-maker may direct, as part of their decision:
- a) damages to the Claimant up to a maximum of €25,000 (unless the parties agree to vary this figure) in extraordinary circumstances where there is proof of financial harm;
 - b) that a summary of the decision is published, in a form to be agreed by the parties;
 - c) such other direction as they may determine.

13. MONITORING

- 13.1. IDR will log all decisions and monitor outcomes to ensure adherence to the scheme's principles of fairness and independence.
- 13.2. IDR will report annually on its activities to the relevant [Digital Services Coordinator](#), indicating at least the number of disputes it has received, information on the outcome of those disputes, the average duration of the dispute settlement, and any thematic challenges or observations about the scheme's operation. It shall provide any additional information at the request of the [Digital Services Coordinator](#).

14. GOOD FAITH DEALINGS

- 14.1. IDR (including its staff and contractors) shall always, in the exercise of its powers and discharge of its function, act honestly and in good faith with a view to the best interests of the parties to any dispute.
- 14.2. Parties to the dispute shall act honestly and in good faith towards one another and will act reasonably as a party to the dispute. This should be carried out with the care and diligence that a reasonably prudent person would exercise in comparable circumstances.
- 14.3. IDR may refuse to deal with any dispute if the complaint raised is frivolous or vexatious. IDR will not prevent complainants from accessing our service who raise genuine concerns. IDR recognises complainants are often aggrieved and frustrated, so consideration will be given to the merits of the case and not the attitude of the complainant.
- 14.4. The decision on whether a matter raised shall be regarded as frivolous or vexatious is to be determined by the case decision-maker per the discretion set out in the scheme rules. Every complaint must be considered on its own merits by the case decision-maker. Even if someone has made a frivolous or vexatious complaint in the past, it must not be assumed that any other complaint they make will also be frivolous or vexatious.
- 14.5. A case decision-maker may refuse to accept a complaint if it is apparent that the complaint has no serious purpose or value. The complaint may have little merit or be trivial. Conducting the dispute resolution process could therefore be out of proportion to the seriousness of the issues complained about.
- 14.6. A case decision-maker may refuse to accept a complaint if it is apparent that

the complainant is pursuing a complaint without any merit for the purpose of causing inconvenience, harassment, or expense to the platform. For example:

- a) A complainant raises a new dispute with IDR every week;
- b) Each of these disputes regard a relatively minor complaint to which the platform has already provided a reasonable offer of resolution.
- c) It is clear the only reason for raising these disputes so frequently is to inconvenience the platform.

15. BREACH OF PROCEDURE AND WITHDRAWAL

- 15.1. Parties always have the option to withdraw from the dispute process, subject to advice from the case decision-maker where the dispute has been accepted for resolution. The right of a party to terminate the dispute process may not be restricted.
- 15.2. If IDR or the other party to dispute become aware of a failure to adhere to these procedural conduct requirements, that may give rise to their option to withdraw from the dispute process.
- 15.3. IDR has the discretion to close a matter, where a complainant is non-responsive without reason and where IDR does not receive a response from the complainant after 30 days of no contact. The decision to close the matter for non-responsiveness will not impact the complainant's ability to bring the same complaint to IDR later.