



# EU-U.S. Privacy Shield, Swiss-U.S. Privacy Shield and Safe Harbor Fee Schedule

## PROFESSIONAL FEES

- There is no fee associated with listing JAMS as the ADR provider in the EU-U.S. Privacy Shield, Swiss-U.S. Privacy Shield and the Swiss Safe Harbor self-certification processes. Fees apply only if a Safe Harbor matter is brought to JAMS.
- Hourly and daily rates vary depending on neutral. Neutrals are independent contractors and set their own rates.
- In compliance with the EU and Swiss data protection initiatives, 100% of ADR fees associated with a Safe Harbor matter brought by a consumer will be the responsibility of the respondent company; consumers will not be responsible for any portion of these fees.
- For non-consumer matters, hearing fees are divided equally among all parties.
- Professional Fees include time spent for hearings, pre- and post-hearing reading and research, and award preparation.

## MEDIATION FEES

- Initial non-refundable fee of \$250 per party, applies to first 10 hours of professional time
- Time in excess of initial 10 hours is billed at 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

## ARBITRATION FEES (Only available under the Swiss Safe Harbor Program)

- **Filing Fee**
  - \$1,200 – Two Party Matter
  - \$2,000 – Matters involving three or more parties
- Entire filing fee must be paid in full to expedite the commencement of the proceedings
- A refund of \$600 will be issued if the matter is withdrawn within five days of filing

## JAMS CONNECT: ON-LINE DISPUTE RESOLUTION

- On-line Dispute Resolution (ODR) is also available for mediation of EU-U.S. Privacy Shield Program, Swiss-U.S. Privacy Shield and Swiss Safe Harbor disputes upon agreement of all parties.
- The all-inclusive, flat rate is \$500 per party for a two-hour mediation session with up to four participants, plus the mediator's fees. Additional participants (beyond four) can join at a rate of \$100 per hour.
- Unused hearing time is non-refundable.
- Hearing fees are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A retainer for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable upon receipt of invoice and payment must be received in advance of hearing. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an annual abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.