

广州仲裁委员会
《互联网仲裁标准（二）》课题
项目成果

《互联网仲裁送达标准》

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互联网仲裁送达标准

3.1 总则

互联网仲裁适用电子送达方式。

仲裁机构可以通过争议在线解决平台专用账号、电子邮件、手机短信、即时通讯软件等一种或多种方式向受送达人送达仲裁文书和证据材料。

采用以上其中一种或多种方式送达的,仲裁机构可以通过短信等即时通讯工具,同步通知受送达人查阅、接收、下载相关送达材料;也可以选择采用邮寄、电信通讯或者其他适当的辅助方式向受送达人送达仲裁文件。

3.2 电子送达地址

3.2.1 确认电子送达地址

受送达人可以在仲裁协议或合同中约定电子邮件、手机号码、即时通讯软件账号等一种或多种电子送达地址。

当事人使用电子邮件地址、手机号等注册仲裁机构争议在线解决平台的,若该争议在线解决平台能够在技术上或操作上与当事人的电子邮件地址、手机号等绑定、且安全度较高的,仲裁机构可以通过该争议在线解决平台专用账号向当事人送达相关仲裁文书、材料和通知。

仲裁机构应提示受送达人确保电子送达地址合法有效,并自行承担因地址错误或仲裁地法律限制等原因造成无法送达的风险。

3.2.2 补充电子送达地址

受送达人在仲裁协议或合同中未约定、也未向仲裁机构确认电子送达地址的,仲裁机构可以要求申请人补充提供受送达人的电子送达地址,并按以下先后顺序适用:

- (1) 在网络交易中注册、使用或者其他常用电子地址;
- (2) 移动或网络服务商实名认证的电子地址;
- (3) 其他能够证明为其所有的电子地址;

如无法依据申请人提供的被申请人联系方式联系到被申请人的,应当由互联网仲裁程序转至线下仲裁程序。

3.2.3 变更电子送达地址

仲裁机构应提示当事人、代理人及其他仲裁参与人在仲裁过程中变更电子送达地址时，需要及时通知仲裁机构；并提示当事人、代理人及其他仲裁参与人应自行承担未通知、或未及时通知仲裁机构导致的法律后果。

一方当事人变更电子送达地址的，仲裁机构应当采用争议在线解决平台同步更新等方式，及时将新的电子送达地址告知另一方当事人。

3.3 送达的完成

受送达人提供多种电子送达地址的，仲裁机构可以选择一种或多种方式进行电子送达。

3.3.1 送达完成的判断

仲裁机构向受送达人的电子送达地址送达的，送达信息到达该电子送达地址所在系统时，即为送达完成。

到达受送达人特定系统的时间，为仲裁机构对应系统显示发送成功的时间，但受送达人能够证明信息实际到达其特定系统的时间与仲裁机构对应系统显示发送成功的时间不一致的除外。

3.3.2 视为完成送达

受送达人未提供或者未确认有效电子送达地址，仲裁机构向能够认定为受送达人本人的电子地址送达的，根据下列情形确定送达是否生效：

（一）受送达人回复已收悉，或者根据送达内容已作出相应仲裁行为的，即为完成有效送达；

（二）受送达人的电子媒介系统反馈受送达人已阅知，或者有其他证据可以证明受送达人已经收悉的，推定完成有效送达，但受送达人能够证明存在系统错误、送达地址非本人使用或者非本人阅知等未收悉送达内容的情形除外。

3.4 送达生效的时间

对同一内容的送达材料采取多种电子方式进行送达的，以最先完成的有效送达时间作为送达生效时间。

3.5 送达留痕要求

仲裁机构开展电子送达，应当在系统中全程留痕。

采用电子邮件方式送达的，争议在线解决平台应能够实时记录电子邮件发送

和接受的邮箱，发送的时间、送达文件类型与名称，并自动保存电子邮件发送成功的记录。

通过争议在线解决平台进行送达的，争议在线解决平台应能够实时记录受送达人签收的时间、送达文件类型与名称，并自动生成送达回执。

采用短信、即时通讯软件等方式送达的，争议在线解决平台自动记录收发的短信账号、即时通讯软件账号、发送时间、送达文件类型与名称，并自动记录短信、即时通讯软件的送达内容。

互联网仲裁送达标准（英文版）

Delivery Rules of Online Arbitration

3.1 General Rules

Online arbitration applies to electronic delivery service.

All arbitration documents and evidence materials may be served to the recipient by the arbitration institution in one or more ways through the special account of the Online Dispute Resolution Platform (hereinafter referred to as the “ODR Platform”), e-mail, SMS, instant messaging softwares, etc.

When the delivery is made by one or more ways outlined above, the arbitration institution may synchronously notify the recipient to check, receive and download relevant service materials through instant messaging tools such as SMS. It may also serve the arbitration documents by courier, telecommunication or other appropriate auxiliary means.

3.2 Electronic delivery address

3.2.1 Confirm electronic delivery address

The recipient may specify one or more electronic delivery addresses such as e-mail, mobile phone number and the instant messaging software account in the arbitration agreement or the contract.

When the parties choose to register on the ODR Platform with an e-mail address, mobile phone number, etc., and when the so registered e-mail address, mobile phone number, etc., can be technically and safely bound with the ODR Platform, then the arbitration institution can use the special account registered by parties in the ODR Platform to serve relevant arbitration documents, materials and notices.

The arbitration institution shall remind the recipient that he/she should ensure the electronic service address provided is legal and valid, and the recipient shall bear the risk of service failure due to address error or legal restrictions made by the laws of the seat of arbitration, etc.

3.2.2 Supplementary electronic delivery address

If the recipient has not agreed to the electronic service address in the arbitration agreement or the contract and has not confirmed the electronic service address with the arbitration institution, the arbitration institution may require the claimant to determine and supplement the electronic service address of the recipient in the following order:

(1) The registered or other commonly used electronic addresses in online transactions.

(2) The electronic address authenticated by mobile or network service providers.

(3) Any other electronic addresses that can be proved to be owned by the recipient.

If the respondent cannot be reached by the contact information provided by the claimant, the arbitration proceeding shall be transferred from online to offline.

3.2.3 Change of electronic delivery address

The arbitration institution shall remind the parties, legal agents and other arbitration participants to promptly notify the arbitration institution of any change in their electronic service addresses during the whole arbitration process and shall remind the parties, legal agents and other arbitration participants that they bear the legal consequences caused by failure to notify or failure to timely notify the arbitration institution of any changes.

If a party changes its electronic service address, the arbitration institution shall timely inform the other party of the new electronic service address by means of updating the ODR Platform synchronously, etc.

3.3 Completion of delivery

If the recipient provides multiple electronic service addresses, the arbitration institution may choose one or more ways for electronic service.

3.3.1 Judgment of delivery completion

If the arbitration institution delivers the service to the electronic service address of the recipient, the service shall be completed when the service information reaches the system where the electronic service address is located.

The time of arrival at the recipient's specific system is the time when the arbitration institution's corresponding system displays the success of transmission, except if the recipient can prove that the time when the information actually arrives at

its specific system is inconsistent with the time when the arbitration institution's corresponding system displays the success of transmission.

3.3.2 Deemed delivery

If the recipient fails to provide or confirm a valid electronic address, and the arbitration institution delivers the service to an electronic address that can be identified as the recipient's, it shall determine whether the service is effective according to the following circumstances:

(1) If the reply of the recipient has been received or the corresponding arbitration act has been completed according to the contents of the service, the service shall be deemed to be effective and completed;

(2) If the recipient's electronic media system feeds back that the recipient has read it, or other evidence shows that the recipient has received it, it should be deemed to have completed effective service, except if the recipient can prove there is a system error or the service address is not used or read by the recipient.

3.4 Effective time of delivery

If multiple electronic means are adopted for the delivery of materials with the same content, the time of the effective service first completed shall be deemed as the effective time of delivery.

3.5 Requirements for service mark

When conducting electronic service, the arbitration institution shall keep records during the whole arbitration process.

If it is delivered by e-mail, the ODR Platform of the arbitration institution shall be able to record in real time the sending and receiving e-mailbox, sending time, type and name of documents delivered, and automatically save the record of successful e-mail transmission.

If the service is made through the ODR Platform of the arbitration institution, the ODR Platform shall be able to record in real time the signing time of the recipient, the type and name of documents served, and automatically generate the service receipt.

If it is delivered by SMS and instant messaging softwares, etc., the ODR Platform will automatically record the accounts of the SMS and instant messaging softwares, etc., sending time, type and name of documents served, and the content delivered by the SMS and instant messaging softwares, etc.