



AAA® Policy on Appellate Arbitration Procedures in Consumer Arbitration Matters

The AAA's *Optional Appellate Arbitration Rules* do not apply to disputes where the arbitration clause is contained in an agreement between individual consumers and businesses where the business has a standardized, systematic application of arbitration clauses with customers and where the terms and conditions of the purchase of standardized, consumable goods or services are non-negotiable or primarily non-negotiable in most or all of its terms, conditions, features, or choices. However, the AAA recognizes that there are arbitration clauses contained in some contracts between consumers and businesses that contain appellate arbitration procedures that are independent of the AAA's *Optional Appellate Arbitration Rules*. In those circumstances, the AAA will administer the appellate arbitration process only if it complies with the AAA's *Consumer Due Process Protocol* and the filing and arbitrator fees in connection with the appellate arbitration process are borne and allocated in accordance with the Costs of Arbitration (including AAA Administrative Fees) of the AAA's *Consumer Arbitration Rules*. In such cases, the AAA will administer the appellate arbitration process pursuant to the AAA *Consumer Arbitration Rules* and the agreement of the parties.

Notwithstanding this policy, the AAA will follow any court orders directing the manner in which a consumer arbitration matter is to proceed.