

IH21 - DIGITÁLNY OMBUDSMAN, N. O.

RULES OF PROCEDURE

Article 1

General Provisions

1. These Rules of Procedure govern the procedure of the IH21 - Digitálny ombudsman, n. o. (hereinafter referred to as “Digital Ombudsman”), ombudsmen and the parties to the dispute in the out-of-court settlement of disputes under Article 21 of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act).
2. Unless otherwise provided, the terms used in these Rules of Procedure shall have the meanings as defined in Article 3 of the Digital Services Act.
3. The parties to the dispute shall be understood as:
 - a. recipients of the service;
 - b. providers of online platforms.
4. The parties to the dispute are obliged to cooperate in good faith with the Digital Ombudsman for the purpose of resolving the dispute.
5. The Digital Ombudsman carries out its decision-making activities within the framework of out-of-court dispute resolution through independent ombudsmen acting on its behalf. The mechanism for assigning disputes to individual ombudsmen is laid down in Article 13 of the Statute of the Digital Ombudsman.
6. If, due to its exceptional complexity, a case is assigned to an *ad hoc* panel pursuant to Article 13(4) of the Statute of the Digital Ombudsman, the chairperson of the panel, elected by its members from among themselves, shall act externally on behalf of the panel. The panel shall decide by a majority of the votes of its members, all members of the panel being equal in the decision-making process. The chairperson of the panel shall preside over the proceedings.
7. Pursuant to Article 21 of the Digital Services Act, the Digital Ombudsman is not authorised to impose a binding dispute resolution on the parties.

Article 2

The Competence of the Digital Ombudsman for Out-of-Court Dispute Settlement

1. The competence of the Digital Ombudsman for out-of-court dispute resolution applies to complaints concerning providers of online platforms under Article 21 of the Digital Services Act, except for those who qualify as micro or small enterprises as defined in

Recommendation 2003/361/EC and those who previously qualified for the status of a micro or small enterprise as defined in Recommendation 2003/361/EC during the 12 months following their loss of that status pursuant to Article 4(2) thereof.

2. By way of derogation from paragraph 1 of this Article, the competence for out-of-court dispute resolution also applies to providers of online platforms that have been designated as very large online platforms under Article 33 of the Digital Services Act, irrespective of whether they are micro or small enterprises.
3. The Digital Ombudsman settles disputes between recipients of the service and providers of online platforms that operate within the European Union or have users from the European Union, regardless of where the provider of the online platform is based, effective as of the entry into force of the Digital Services Act.

Article 3

Disqualification of an Ombudsman and the Digital Ombudsman

1. An ombudsman shall be disqualified from hearing and deciding a case if there is a reasonable suspicion regarding their impartiality, in view of their relationship to the case, to the parties to the dispute, or to their representatives.
2. The conduct of the ombudsman in the present proceedings or other proceedings shall not constitute grounds for disqualification.
3. As soon as an ombudsman becomes aware of a circumstance giving rise to their disqualification, they shall immediately notify the Director of the Digital Ombudsman. Until a decision on disqualification is made, only procedural steps that cannot be delayed may be carried out in the proceedings. The Director of the Digital Ombudsman shall assign the case to another ombudsman. If the Digital Ombudsman cannot act in the matter because all ombudsmen are disqualified or because the Digital Ombudsman as a whole is disqualified, the complaint shall be rejected.
4. The parties to the dispute have the right to express their views on the person of the ombudsman and, where appropriate, to challenge their impartiality. The Director of the Digital Ombudsman shall decide on the impartiality of the ombudsman within 15 days from the date of receipt of the objection. If no decision is made within this period, the objection shall be deemed unfounded. If the objection is upheld, the Director of the Digital Ombudsman shall assign the case to another ombudsman. If the Digital Ombudsman cannot act in the matter because all of its ombudsmen are disqualified or because the Digital Ombudsman as a whole is disqualified, the complaint shall be rejected.
5. The Digital Ombudsman as a whole shall not adjudicate disputes concerning the following persons:
 - a. the founder and persons close to the founder;
 - b. the founder's founder and persons close to them;

- c. the director and persons close to them;
 - d. members of the board of directors and persons close to them;
 - e. members of the supervisory board (or the controller) and persons close to them;
 - f. ombudsmen and persons close to them;
 - g. members of the expert council and persons close to them;
 - h. members of the oversight council and persons close to them;
 - i. employees and persons close to them;
 - j. significant donors and persons close to them.
6. A close person, in the case of a natural person, means a relative in the direct line, a sibling, and a spouse or partner. Other persons in a family or similar relationship shall be considered close to each other if harm suffered by one would reasonably be perceived by the other as harm to themselves. Persons related by marriage (affinity) or those who live together on a long-term basis shall also be presumed to be close persons.
7. A significant donor shall mean a natural or legal person who has provided the non-profit organisation with a monetary or non-monetary donation of at least EUR 25,000 within a single calendar year, or a cumulative amount of at least EUR 50,000 over the past three calendar years.

Article 4 **Representation**

1. The parties to the dispute may be represented by another person.
2. The representative shall be required to provide the Digital Ombudsman with a power of attorney as proof of their authorization to act on behalf of the party.

Article 5 **Language of the Proceedings**

1. Out-of-court dispute settlement may be conducted in Czech, Slovak or English.
2. The language of the proceedings in a specific case shall be determined by the Digital Ombudsman based on the language of the submitted complaint. Czech and Slovak shall be considered equivalent and may be used interchangeably within the same proceedings. This also applies to the written decision and other related documents.
3. The parties to the dispute have the right to use an interpreter of their own choice; however, the costs associated with interpretation shall be borne by the party making use of the interpreter's services.

Article 6 **Service of Documents**

1. The Digital Ombudsman shall serve documents to the parties to the dispute by post or to an electronic address, typically the one provided by the party for the purpose of service. An electronic address shall mean an email address or an electronic mailbox within a public data network. If a party to the dispute is represented, the Digital Ombudsman shall serve documents exclusively to the representative at the electronic address provided by the representative for the purpose of service.
2. A document shall be deemed delivered on the tenth day following the date of its dispatch by the Digital Ombudsman, even if the recipient did not become aware of the delivery due to circumstances on their side.

Article 7

Commencement of Out-of-Court Dispute Settlement

1. Out-of-court dispute settlement shall commence upon delivery of a complete complaint from the service recipient to the Digital Ombudsman.
2. The complaint shall be submitted using electronic communication technologies, namely:
 - a. via the online form available on the website of the Digital Ombudsman;
 - b. via the Digital Ombudsman's electronic mailbox;
 - c. via the email address designated for this purpose by the Digital Ombudsman;
 - d. via another electronic communication channel through which a complete complaint may be submitted to the Digital Ombudsman in accordance with the requirements of this Article.
3. The complaint must include the following mandatory elements:
 - a. identification details of the service recipient;
 - b. identification of the provider of the online platform;
 - c. an electronic address for service (email address or electronic mailbox within a public data network);
 - d. a description of the decisive facts;
 - e. all evidence available to the service recipient at the time of submitting the complaint that supports the decisive facts, or an indication of evidence that the Digital Ombudsman should obtain or request from the provider of the online platform;
 - f. an indication of the remedy sought by the service recipient, if this does not already follow from the description of the decisive facts or the submitted evidence;

- g. a power of attorney, if the party to the dispute is represented;
 - h. a statement by the service recipient confirming that they have reviewed the fee schedule;
 - i. a statement by the service recipient declaring that the same matter has not yet been decided by a court or another out-of-court dispute resolution body;
 - j. a statement by the service recipient declaring that they are not aware of any circumstances that would disqualify the Digital Ombudsman from deciding the matter pursuant to Article 3(5) of these Rules of Procedure.
4. The mandatory elements referred to in points (d) and (e) of the preceding paragraph, concerning the subject matter of the dispute, are not required if the service recipient provides the Digital Ombudsman with a reference number assigned by the online platform, on the basis of which the Digital Ombudsman may request information about the subject matter of the dispute directly from the provider of the online platform.
 5. If a complaint lacks any of the elements required under this Article and cannot be properly assessed as a result, it shall be considered inadmissible for review. In such a case, the Digital Ombudsman may invite the service recipient to complete the complaint within 15 working days. If the Digital Ombudsman considers such a procedure inappropriate or if the deadline expires without remedy, the complaint shall be dismissed by resolution.
 6. If a complaint lacks even the most basic information or data, it shall be considered manifestly inadmissible. In that case, it shall be deemed rejected without a formal decision upon the expiration of 15 days, unless it is completed in a manner that makes it admissible. The service recipient shall be informed of the rejection of the complaint without a formal decision.
 7. A substantial change to the subject matter of the dispute after the commencement of proceedings is not permitted.
 8. It is not possible to resubmit a complaint in the same matter.

Article 8

Conduct of the Out-of-Court Dispute Resolution Process

1. If the Digital Ombudsman does not reject the complaint, it shall forward the complaint along with a reference to these Rules of Procedure and the schedule of fees to the provider of the online platform. At the same time, the Digital Ombudsman shall invite the provider of the online platform to submit, within 15 working days from the date of delivery of the notification on the initiation of the out-of-court dispute settlement, its response to the complaint filed by the service recipient and all relevant facts and evidence available in relation to the subject matter of the dispute.

2. The provider of the online platform may refuse to participate in the proceedings if a dispute concerning the same information and the same grounds of alleged illegality of content or non-compliance with the terms of service has already been resolved by a court or another out-of-court dispute settlement body, or is the subject of ongoing proceedings before another competent out-of-court dispute settlement body.
3. The provider of the online platform shall act in good faith and cooperate with the Digital Ombudsman for the purpose of resolving the dispute, with respect to both factual and legal matters.
4. If the recipient of the service alleges facts that cannot objectively be proven without the cooperation of the provider of the online platform, and the provider, without a justifiable reason, refuses to provide such evidence to the Digital Ombudsman or fails to respond within the time limit specified in Article 8(1) of these Rules of Procedure, such alleged facts shall be deemed undisputed between the parties.
5. The out-of-court dispute settlement process shall take place exclusively online and is conducted primarily in writing. In exceptional cases, where necessary, the Digital Ombudsman may order an oral hearing to be held via electronic communication tools. The hearing shall be non-public; an audio or video recording may be made only with the consent of the Digital Ombudsman. However, the Digital Ombudsman is always entitled to make such a recording.
6. The Digital Ombudsman may, at any time during the out-of-court dispute settlement process, request additional information from the parties. Such requests must be made in writing, and the parties shall be granted a reasonable period to respond. Any additional statement submitted by one party shall be forwarded by the Digital Ombudsman without undue delay to the other party, which shall be granted a reasonable time to respond.
7. When assessing the dispute, the Digital Ombudsman shall base its decision on the complaint submitted by the service recipient, including the attached evidence, as well as on the response of the provider of the online platform and any additional statements submitted.

Article 9

Conclusion of the Out-of-Court Dispute Resolution Process

1. The out-of-court dispute settlement conducted by the Digital Ombudsman shall conclude in one of the following ways:
 - a. by rejection of the complaint;
 - b. by discontinuation of the proceedings;
 - c. by a decision on the merits of the case.

2. The Digital Ombudsman shall reject the complaint by resolution in the following cases:
 - a. if the procedural conditions for initiating the proceedings are not met, including cases where such a deficiency is discovered during the proceedings;
 - b. if the Digital Ombudsman as a whole or all of its ombudsmen are disqualified from hearing and deciding the matter;
 - c. if the complaint is manifestly unfounded;
 - d. if the complaint was demonstrably submitted in bad faith, within the meaning of Article 11(3) and (4) of these Rules of Procedure;
 - e. if the complaint is inadmissible;
 - f. if the Digital Ombudsman does not have sufficient capacity to process the case.
3. The reasoning of a resolution rejecting a complaint shall briefly state the grounds for the rejection; this may be done by reference to one of the grounds set out in Article 9(2) of these Rules of Procedure. In the event of rejection under Article 9(2)(d), the resolution shall also include an order requiring the service recipient to pay the nominal fee as set out in the fee schedule within 30 days from the date of receipt of the invoice, to the bank account of the Digital Ombudsman indicated in the invoice, along with a brief justification of the order.
4. Where appropriate, the resolution shall also include an order on the reimbursement of costs in accordance with Article 12 of these Rules of Procedure.
5. The recipients of the service may lodge objections to the order on payment of the nominal fee and the order on reimbursement of costs within 8 days from the date of delivery of the resolution. The Digital Ombudsman, through the Director, may decide on these objections within 20 days by confirming or amending the orders. If no decision is made within this period, the orders shall be deemed confirmed.
6. Rejection of the complaint does not prevent the parties from initiating new proceedings before another out-of-court dispute resolution body or from resubmitting the complaint to the Digital Ombudsman if the reasons for which the Digital Ombudsman could not decide on the merits have been remedied.
7. The Digital Ombudsman shall discontinue the proceedings by resolution if the service recipient dies, is declared deceased or missing, or if either party ceases to exist without a legal successor.
8. If there are no grounds for rejection or discontinuation, the Digital Ombudsman shall issue a decision on the merits, either upholding or dismissing the complaint. The written decision shall include: the designation of the Digital Ombudsman, the name(s) of the ombudsman(s), the identification of the parties and their representatives (if applicable), the subject matter of the case, the wording of the non-binding recommendation on the

merits, any additional operative parts, the reasoning, instructions on legal remedies, and the date and place of issuance. The Digital Ombudsman shall ensure that the reasoning is well-founded and convincing.

9. In the event of a decision in favor of the recipient of the service, the decision shall include a binding order on the amount of the dispute settlement fee, calculated pursuant to Article 11(6) of these Rules of Procedure in conjunction with the schedule of fees, and an obligation for the provider of the online platform to pay the fee within 30 days from the date of receipt of the invoice to the bank account of the Digital Ombudsman indicated in the invoice.
10. In the event of a decision on the merits of the case, the decision shall include a binding order on the obligation of the provider of the online platform to pay an administrative fee according to the schedule of fees, including an obligation for the provider of the online platform to pay the fee within 30 days from the date of receipt of the invoice to the bank account of the Digital Ombudsman indicated in the invoice.
11. Where applicable, the decision shall also include a binding order on the reimbursement of costs in accordance with Article 12 of these Rules of Procedure.
12. The service of the decision shall follow the rules laid down in Article 6 of these Rules of Procedure.
13. The provider of the online platform may lodge objections to orders on the amount of fees and to the order on reimbursement of costs within 8 days from the date of delivery of the decision. The Digital Ombudsman, through the Director, may decide on these objections within 20 days by confirming or amending the orders. If no decision is made within this period, the orders shall be deemed confirmed.

Article 10

Time Limits for Decision-Making

1. The Digital Ombudsman shall issue its decision within a reasonable period, but no later than 90 calendar days from the day following the receipt of the complete complaint.
2. In the case of complex disputes, the Digital Ombudsman may, at its discretion, extend the 90-day period from the day following the receipt of the complete complaint by an additional period not exceeding 90 days, up to a maximum total period of 180 days. The Digital Ombudsman shall inform the parties to the dispute of such an extension.
3. The time limits set out in these Rules of Procedure are of a procedural nature.

Article 11

Fees

1. 1. The fees charged by the Digital Ombudsman are: a) a dispute settlement fee; b) an administrative fee; c) a nominal fee.

2. Out-of-court dispute settlement is free of charge for the service recipient who submitted the complaint.
3. If the Digital Ombudsman determines that the complaint was submitted by the recipient of the service demonstrably in bad faith, the service recipient shall be required to pay a nominal fee charged by the Digital Ombudsman in accordance with the schedule of fees valid and effective at the time of submission of such a complaint. The fee schedule may also provide that the Digital Ombudsman does not collect this nominal fee.
4. Bad faith within the meaning of the preceding paragraph shall include, in particular, the following situations:
 - a. repeated submission of a complaint in the same matter;
 - b. repeated submission of an incomprehensible or manifestly nonsensical complaint;
 - c. submission of an offensive complaint directed at the Digital Ombudsman;
 - d. submission of a complaint accompanied by an intentionally false statement under Article 7(3)(i) or (j) of these Rules of Procedure;
 - e. submission of a complaint or conduct during the proceedings that constitutes a clear abuse of rights, vexatious behavior, or conduct involving the unjustified flooding of the Digital Ombudsman with groundless or repetitive submissions (so-called querulous conduct before or during the proceedings).
5. If the Digital Ombudsman decides the dispute in favor of the recipient of service, the provider of the online platform shall be required to pay the dispute settlement fee charged by the Digital Ombudsman in accordance with the schedule of fees valid and effective at the time the complaint was submitted.
6. The method for determining the dispute settlement fee reflects the typical nature of the case in conjunction with the time required to resolve it. The requirement for proportionality of the fee takes into account the high level of expertise and experience of the individual ombudsmen, as well as the costs associated with the activities of the Digital Ombudsman.
7. 7. If the Digital Ombudsman decides the dispute on the merits, the provider of online platform shall pay the administrative fee charged by the Digital Ombudsman according to the fee schedule valid and effective at the time the complaint is filed.
8. The administrative fee applies to all disputes resolved on the merits by the Digital Ombudsman and reflects the operating costs necessary to ensure the functionality and financial independence of the Digital Ombudsman. The administrative fee covers the costs related to the proper operation, organizational, personnel and technological infrastructure of the organization.

9. The Digital Ombudsman shall inform the parties to the dispute in a transparent manner of the applicable fees or the mechanisms used to determine them before they engage in the dispute resolution process.
10. The provider of the online platform shall provide the Digital Ombudsman with a contact person, correspondence address, and an electronic invoicing method that enables cost-effective, transparent, and efficient processing of payments.
11. Fees also apply if, after the case has been submitted by the recipient of the service to the Digital Ombudsman and after the provider of the online platform has been invited to participate in the dispute resolution process, the provider of the online platform fails to respond to the invitation, does not communicate, or challenges the applicability of Article 21 and/or the Digital Services Act as a whole.
12. The schedule of fees is annexed to these Rules of Procedure.

Article 12

Reimbursement of Costs of Proceedings

1. If the Digital Ombudsman decides the dispute in favour of the recipient of the service, the provider of the online platform shall reimburse the service recipient for all reasonably incurred and duly proven expenses related to the resolution of the dispute.
2. If the Digital Ombudsman decides the dispute in favor of the provider of the online platform, the service recipient shall not be required to pay any fees or other expenses incurred or to be incurred by the provider in connection with the resolution of the dispute, unless the Digital Ombudsman determines that the service recipient acted demonstrably in bad faith pursuant to Article 11(3) and (4) of these Rules of Procedure.

Article 13

Final Provisions

1. These Rules of Procedure, including *Annex No. 1 – Schedule of Fees*, are available online on the website of the Digital Ombudsman.
2. The Digital Ombudsman shall also inform the parties to the dispute on its website that:
 - a. they are not required to be represented by a legal representative;
 - b. they may seek independent legal advice or representation or assistance from a third party;
 - c. they have the right to express their views on the case;
 - d. they have the right to access the documentation related to the dispute, to make copies of statements, evidence, documents, and facts submitted by the opposing party, and to comment on them;

- e. the initiation of out-of-court dispute settlement does not prejudice their right to seek protection of their rights and legitimate interests through judicial proceedings.
3. These Rules of Procedure were adopted by the Director on the basis of Article 12 of the Statute of the Digital Ombudsman on:

Annexe:

- 1. The Schedule of Fees

In Prague on 29. 5. 2026

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JUDr. Jan Hořeňovský, Ph.D, Director