



Integrating DecisionLayer™ Arbitration into Your Agreements

To integrate DecisionLayer into your contracts, add in our pre-drafted arbitration clause. **Modifying the arbitration clause (especially without a lawyer) increases the chances that any DecisionLayer decision is unenforceable. The clause is available here:**

<https://decisionlayer.ai/arbitrationclause>

For New Agreements

Insert the provided DecisionLayer Arbitration Clause into your new contracts, service agreements, or terms of use before they are executed.

For Existing Agreements

Signed Agreements: The effect of an arbitration clause is not retroactive. To add the clause to an existing, signed agreement, you will need to draft and have all parties sign a formal amendment to the original agreement. We recommend consulting with your legal counsel to ensure the amendment is properly executed.

Click-through Agreements or Terms of Service (ToS):

Review Your ToS: Check your existing Terms of Service to see if they contain a provision that allows you to unilaterally update the terms by providing notice to users. This is a common clause in many ToS agreements.

Header: The arbitration clause includes a paragraph that should go at the very top of your ToS. This clause notifies users that they will be agreeing to binding arbitration.

Update and Notify: If your ToS has an update clause, you can update your terms to include the DecisionLayer clause and then notify your users of the change if required by your agreement.

Sign Up: When new users sign up for your service, they should click a checkbox next to a phrase similar to the following:

By clicking "I Agree," you acknowledge that you have read and agree to our Terms of Service, which include binding arbitration by AI, a class action waiver, and a waiver of your right to a jury trial. All disputes between you and

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[company name] will be settled by final, binding arbitration. The arbitrator may be an AI, a human, or a combination of both.

Consult Legal Counsel: If your current Terms of Service do not contain a clause allowing for updates on notice, or if you are unsure of the proper procedure, we strongly recommend coordinating with your legal counsel. They can advise you on the correct process to add the arbitration clause while maintaining the enforceability of your ToS.

Important Considerations

Clear Notice: It is critical to ensure users have clear, unambiguous notice that an arbitration clause is being included in your contract. Some courts have held that clauses “buried” in Terms of Service are unenforceable due to inadequate notice.

- **In the Contract:** Place the notice of the arbitration clause at the top of your Terms of Service.
- **In Communications:** Ensure your update email clearly indicates that an arbitration clause is being added. Consider using bold, underline and/or a clear subject line like “Update to our terms of service, including an Arbitration clause”.

Non-Retroactive Effect: Generally, an arbitration clause will only apply to disputes that arise *after* the clause has been validly incorporated into the agreement.

No Update Without Notice: If your ToS contains a clause stating you can update terms without notice, an arbitration clause may not be fully enforceable (See [Lovinfosse v. Lowe's Home Centers, LLC](#)).

Opt-Out Rights & Tracking: Certain courts have held that when an arbitration clause is added to a pre-existing relationship, the user must be given a meaningful right to opt out.

- **Default Period:** The DecisionLayer arbitration clause includes a 30-day opt-out period by default.
- **Notification:** After sending the initial notice, remind users of their specific right to opt out via email within that 30-day window.
- **Record Keeping:** You must track and store the exact timestamps of when users “click to agree” and when they receive notice (e.g., via read receipts).

Legal Review: While our clause is pre-drafted for efficiency, consider consulting with legal counsel to ensure the clause and its implementation align with your specific legal and business needs.

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