

Rules of Procedure (as of 2/10/2025)

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I. PRINCIPLES

Article 1

Nature of the Body

1. **Platform Control** is an out-of-court dispute settlement Body established pursuant to Art. 21 DSA ('the Body'). The Body's purpose is the legal review of content moderation decisions that Online Platforms issue to their Users.
2. The Rules of Procedure of the Body regulate – in addition to the requirements of Art. 21 DSA – the course and conduct of the dispute settlement procedure before the Body. The fees for a dispute settlement procedure are determined according to the Fee Model of the Body.
3. The Body was certified by the German Digital Services Coordinator in accordance with Art. 21(3) DSA on 04.11.2025.

Article 2

Definitions

1. For the purposes of these Rules of Procedure:
 - a. 'Online Platform' means a hosting service within the scope of Art. 21 DSA - that, at the request of a User, stores and disseminates information to the public;¹
 - b. 'User'² means any natural or legal person who uses an Online Platform, in particular for the purposes of seeking information or making it accessible;³
 - c. 'Parties' means the Online Platform (also 'Respondent') and the User (also: 'Complainant') challenging a Moderation Measure, provided both are involved in a dispute settlement procedure before the Body;
 - d. 'Moderation Measure' or 'Measure' means a content moderation decision, or omission of such decision, issued by an Online Platform pursuant to Art. 20(1) DSA;⁴

¹ Cf. Art. 3 lit. i DSA.

² The generic masculine used in this case for better readability includes all genders.

³ Cf. Art. 3 lit. b DSA; DSA uses the term 'recipient of the service', which is congruent.

⁴ Cf. Art. 3 lit. t DSA.

- e. 'Complaint' (also: 'Complaint Request') is the motion filed by a User to the Body objecting that a Moderation Measure of an Online Platform is unlawful and infringes his rights;
- f. 'Complete Complaint' means a Complaint which contains all the information required pursuant to Art. 5 of the Rules of Procedure, i.e. the User has completed the web form.
- g. 'Dispute', 'Proceedings' or 'Dispute Proceedings' refer to the Dispute settlement procedure pending before the Body;
- h. 'Decision' (also: Result of the Dispute Settlement Proceedings) means the Body's recommendation to either uphold or overturn the online platforms measure, terminating and concluding the Dispute and is provided with a statement on the merits;
- i. 'Case Decision-Makers' are Board-appointed 'Arbiters' or 'Experts', who decide a Dispute.
- j. 'Community Guidelines' means guidelines set by the Online Platform that further describe which content is not allowed on the given Online Platform;
- k. 'General Terms and Conditions' means those within the meaning of §§ 305 et seq. of the German Civil Code ('BGB') which have become part of the contract concluded between the Online Platform and the User.
- l. 'Illegal Content' means any information that is not in compliance with Union law or the law of a Member State which is in compliance with Union law, irrespective of its precise subject matter or nature of that law;⁵
- m. 'Digital Services Coordinator' (also: 'DSC', 'BNetzA') is the Federal Network Agency ('BNetzA') in implementation of Art. 49 DSA pursuant to Section 12(1) of the German Digitale Services Law ('Digitale-Dienste-Gesetz', or 'DDG') of 6.5.2024 (BGBl. 2024 I No. 149);
- n. 'DSA' or 'Digital Services Act' means 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. All articles without further explanation refer to these Rules of Procedure.

⁵ Cf. Art. 3 lit. h DSA.

II. THE DISPUTE SETTLEMENT PROCEDURE

Article 3

Procedure

1. The Dispute Proceedings begin with the Body's receipt of the Complainant's Complete Complaint. The Body receives the Complaint upon the completion of the Web Form provided on the Body's website (<https://platform-control.com/submit-complaint/>) by the User.
 - a. The Body confirms the receipt of the Complaint to the Complainant by email.
 - b. In doing so, the Body informs the Complainant of these Rules of Procedure, which are available on the Body's website and will be provided in text form upon request.
 - c. The Body assigns a file number ('Case-ID') to the Complaint.
2. After receipt of the Complaint, the Body's Board checks whether the Complaint is admissible.
 - a. The admissibility check (cf. Art. 6) is the responsibility of a Member of the Board of the Body who has at least the qualifications required for an Arbiter within the meaning of Art. 10 No. 3 lit. a. This is to be done within seven (7) days of receipt of the Complaint by the Body.
 - b. If the Complaint fails to be complete, the Body asks the Complainant to provide additional information. If the Complainant fails to follow this request within fourteen (14) days, the Complaint will be rejected as inadmissible (due to incompleteness).
 - c. If the Complaint is considered admissible, the Body forwards the Complaint to the Respondent (the Online Platform).
3. The Online Platform then has fourteen (14) days to submit a statement, stating the respective file number (Case-ID). The Body may extend this period by another fourteen (14) days upon request, which must be communicated to the Complainant. The Online Platform has the option of submitting the statement by email or by means of a specially provided web form.

- a. If the Online Platform submits in its statement that it considers the Complaint to be inadmissible, opposing a Decision on the merits, a member of the Body's Board who has at least the qualifications required for an Arbitrator within the meaning of Art. 10 No. 3 lit. a will re-examine whether the Complaint is admissible.
 - b. If the Online Platform considers the Complaint to be inadmissible, i.e. if it holds the opinion that not all statutory admissibility requirements are met, the Body recommends the Online Platform to nevertheless make comments on the merits, as the Body is not obliged to follow the Online Platform's opinion regarding inadmissibility.
 - c. If the content at issue is not fully apparent from the Complaint (e.g. the objected Moderation Measure refers to a deletion and the Complainant cannot provide screenshots), the Online Platform is burdened to provide evidence with regard to the specific content of the Moderation Measure.
4. After receipt of the Respondent's statement, the Body issues a dispute settlement decision on the merits (Result of the Dispute Settlement Proceedings).
 - a. An Expert first examines whether General Terms and Conditions, the Community Guidelines, similar contractual provisions of the Online Platform or allegedly Illegal Content are decisive for determining a Decision for the specific Dispute.
 - b. Depending on the file number (Case-ID) and the Expert's assessment as set out above in Art. 3 No. 4 lit. a, the Complaint is assigned to a competent Case Decision-Maker (cf. Art. 10 No. 4) in accordance with the Body's internal case allocation plan.
5. Within ninety (90) days, or with additional justification no later than one hundred and eighty (180) days (cf. Art. 8 No. 4), the Body will issue the Result of the Dispute Settlement Proceedings to the Parties by email.
 - a. The Decision must be reasoned on the merits as appropriate. The Decision must comment on all legal questions relevant to the Decision.
 - b. The Body does not guarantee that a judge before a competent national court will share the legal opinion of the Body and come to the same result.

Article 4

Statutory Procedural and Processing Principles

1. The aim of the Dispute Proceedings is to reach a fair, swift and cost-effective settlement Decision. Both Parties shall endeavour in good faith to resolve the Dispute in accordance with Art. 21(2) DSA.
2. The Disputes before the Body are free of charge for Complainants. This also applies to the submission of Disputes which are inadmissible, unless the User is clearly acting in bad faith. The fees for Online Platforms result from the Fee Model of the Body determined in accordance with Art. 21(5) DSA.
3. The Rules of Procedure ensure that the Dispute is resolved in a swift, efficient and cost-effective manner in accordance with Art. 21(3) subpar. 1 lit. e DSA.
4. The Body is independent and conducts the Proceedings in a transparent and impartial manner. The Parties have the right to be heard.
5. Each party may be represented by a lawyer or other authorised representative.
6. The procedure before the Body will be held in English or German. The Complainant chooses the language of the Proceedings before the Body. The content at issue, provided it consists of language, must be in German or English. The language of the content at issue is not decisive for the language in which the Proceedings before the Body are conducted, e.g. German content can be disputed in English, and vice versa. This is intended to ensure the Body's easy accessibility and effective out-of-court dispute settlement for the User in the best possible way.
7. The Dispute Proceedings are generally carried out in electronic text form.
8. The Body is easily accessible electronically for the Parties. The Complaint must be submitted via the Body's web form (<https://platform-control.com/submit-complaint/>).
9. The Dispute will be decided based on the facts submitted by the Parties. The Body does not collect independent evidence and is not obliged to request additional documents or evidence unless essential facts are missing to resolve the Dispute.
10. As soon as a Dispute is pending at the Body, both the User and the Online Platform will refrain from contacting each other; all communication should be channelled through the Body.
11. Both Parties will cooperate in good faith with the Body to resolve the Dispute. If the Online Platform refuses unfoundedly to participate in the Dispute settlement procedure without sufficient justification, the Body reserves the right to issue a default Decision

for the respective fee, as well as to notify the Digital Services Coordinator and/or the European Commission. A refusal is not unfounded if Art. 21(2) subpar. 2 DSA is met.

Article 5

Required information for a Complete Complaint

1. The User's Complaint must be complete and contain all factual information relevant for reaching a Decision. Further submissions may only be made at the Body's request. If the objected content is no longer visible to the User (e.g. due to deletion), the Online Platform is burdened to provide evidence regarding the specific content of the Moderation Measure.
2. The procedure begins with a motion by the User to open the Dispute settlement procedure. A Complete Complaint contains:
 - a. the User's full name;
 - b. a statement that the Complaint relates to a Moderation Measure of an Online Platform;
 - c. all facts and legal opinions from which the Dispute with the Online Platform arises;
 - d. a declaration that the Complaint has a substantial connection to the Union (cf. Art. 6 No. 1 lit b);
 - e. a statement that the User is 16 years of age; if the User is younger than 16 years but at least 13 years of age, a declaration is required that he has opened the account with the consent of his legal representative pursuant to Art. 8 (1) GDPR and in accordance with the terms and conditions of the Online Platform;
 - f. a statement that the Dispute relates to the Body's expertise;
 - g. a statement that the Dispute is not pending or has not been finally resolved before any other out-of-court dispute settlement body or court;
 - h. a statement demonstrating the User's legitimate interest in resolving the Dispute; the User does not have a legitimate interest if the User is clearly acting in bad faith, or if the content Moderation Measure is more than three hundred sixty-five (365) days in the past. Bad faith is also usually present when a User deliberately and repeatedly disseminates clearly Illegal Content in order to burden the Respondent with the fees charged by the Body;

- i. a declaration of consent to the processing of the User's personal data and to the electronic transfer to the Online Platform in accordance with the GDPR.
3. If the User fails to provide a Complete Complaint, the Body informs the User; the Body allows the User to provide additional information for the Complaint within fourteen (14) days.

Article 6

Admissibility

1. The Body decides on the merits if the Complaint is admissible.
 - a. The Complainant's attempt to resolve the Dispute with the Online Platform's internal Complaint-handling system pursuant to Art. 20 DSA is not necessary for the Complaint to be admissible.
 - b. The Complaint is admissible, if there is a substantial connection between the Complaint and the European Union.⁶ This is always the case, for example, if the Complainant is resident in the European Union or is a citizen of a member state of the European Union. As a rule, the Body assumes a substantial connection if the subject matter of the Complaint relates to facts within the European Union, for example, where a review of an EU-based company is the subject of a Dispute, or if the Complainant credibly demonstrates that he reaches or intends to reach a not inconsiderable number of users in the European Union with the content at issue.
 - c. The Respondent must be an Online Platform pursuant to Art. 2 No. 1 lit. a.
2. The Complaint is inadmissible, if:
 - a. the Complaint is incomplete under Art. 5 and the Complainant fails to respond to the additional request from the Body within fourteen (14) days;
 - b. the Dispute does not relate to one of the areas of expertise of the Body referred to in Art. 11, or the Complaint cannot be resolved in one of the languages referred to in Art. 12;

⁶ Cf. Art. 3 lit. d, e. DSA and recitals 7,8 DSA.

- c. the Dispute is currently being resolved in another competent forum; the Dispute is currently or previously pending or has been finally decided by another out-of-court settlement body or before a civil court of competent jurisdiction;
- d. the Complainant is either not at least 13 years old or legally incapacitated and is not adequately represented by an authorised person;
- e. the Complaint is not directed against a Moderation Measure laid out in Art. 2 No. 1 lit. d;
- f. the Complainant acts in bad faith within the meaning of Art. 5 No. 2 lit. h sentence 2;
- g. the Complainant did not submit the Complaint within three hundred sixty-five (365) days after his content was moderated.

Article 7

Notices to the Parties

1. If the Body deems the Complaint to be admissible based on the information provided by the Complainant, the Body shall inform the Parties:
 - a. that an admissible Complaint has been submitted to the Body;
 - b. which Moderation Measure of the Online Platform is being disputed;
 - c. that the Dispute will be conducted in accordance with these Rules of Procedure, which are available on the Body's website and will be provided in text form upon request;
 - d. that the Parties must comply with these Rules of Procedure by participating in the Dispute Proceedings;
 - e. that the Decision may differ from a judgment given by a court of a competent jurisdiction;
 - f. that the Parties may be represented in the Dispute Proceedings by a lawyer or another person;
 - g. that after the Dispute has been opened, information and follow-up emails submitted by the Parties are, in the interest of efficient case management, not taken into consideration, unless the Body has requested such information;
 - h. the fees of the Proceedings pursuant to the Fee Model;
 - i. the extent of the duty of secrecy of the Arbiter and other members involved in the Proceedings.

2. Repeated notices pursuant to Art. 7 No. 1 lit. c-i may be dispensed, if the respective Parties regularly participate in Proceedings before the Body.

Article 8

Duration of the Proceedings

1. The Body shall inform the Complainant of the determination of evident inadmissibility of the Complaint, or the forwarding of the Complaint to the Online Platform, as well as forward the Complaint to the Respondent, provided the Body considers the Complaint to be admissible based on the Complainant's statements, within seven (7) days of receipt of the Complaint.
2. The Body awaits the statement of the Online Platform, if necessary with the submission of further facts and its legal opinion, within fourteen (14) days. The Body may extend the deadline once for a further fourteen (14) days upon request. If the Body grants the request for an extension of the deadline, the Complainant must be informed respectively.
3. If the Online Platform does not respond within fourteen (14) days after the Body has forwarded the Complaint to the Online Platform, or if the Online Platform does not immediately remedy the Complaint, the Body will decide on the basis of the facts provided by the Complainant ('Default Decision'). This shall apply without prejudice to the right of the Parties to be heard.
4. The Body will decide the Dispute no later than ninety (90) days after the receipt of the Complaint (cf. Art. 21(4) subpar. 3 sentence 1 DSA). In accordance with Art. 21(4) subpar. 3 sentence 2 DSA, the Body may, in the case of highly complex Disputes, extend the period of ninety (90) calendar days by a further period of up to ninety (90) days at its sole discretion, so that the maximum total duration is one hundred and eighty (180) days.

Article 9

Termination and Conclusion of the Proceedings

1. The Dispute is terminated or concluded when
 - a. the Body assesses or decides the Complaint is inadmissible,
 - b. the Online Platform immediately remedies the User's Complaint (Recognition),

- c. the Body decides the Dispute on the merits, or
- d. the Complainant declares that he has no interest in continuing with the Proceedings and/or withdraws the Complaint.

2. Immediate Remedy within the meaning of Art. 9 No. 1 lit. b is given, provided that the Online Platform declares to the Body within the deadline laid out in Art. 8 No. 2 that the Moderation Measure at issue was incorrect or unlawful and has been revoked and reversed. The declaration of the Online Platform must also include substantiated proof that the Moderation Measure has been reversed. Such declaration must be sent to the Complainant by the Body. In the event of immediate remedy, the Parties may request that a Recognition Decision is to be issued. Such Proceedings are concluded with the cost implications pursuant to Art. 4 No. 2 lit. c of the Fee Model.
3. The Body issues the Decision to the Parties electronically in text form. Such issuance concludes the Dispute.
4. The Body has the right to terminate the Proceedings if it becomes known that a party does not comply with the requirements of the Rules of Procedure, in particular violates its duty of confidentiality.
5. Upon termination or conclusion of the Dispute Proceedings, the fee provided for in the Fee Model for the respective type of Decision is due.

III. ORGANIZATION OF THE BODY

Article 10

The Body's Members and their Qualifications

1. Members of the Body are the Board, and the Case Decision-Makers ('Experts' and 'Arbiters').
2. The Board consists of the shareholders of 'KLN information services UG (haftungsbeschränkt)', AG München, HRB 295 196, represented by the managing director.
3. The Case Decision-Makers ('Arbiter' and 'Experts'; cf. Art. 2 No. 1 lit. i). are appointed by the Board.
 - a. Only law school graduates (Master Degree Level) can be appointed as Arbiters (First State Examination in Law or equivalent qualification).

- b. Only fully qualified lawyers can be appointed as 'Experts' (Second state examination/qualification to hold judicial office or equivalent qualification).
- c. The Body shall ensure that a sufficient number of Arbiters and Experts deemed necessary are appointed. This ensures reliable functionality of the Proceedings conducted by the Body.
- d. Arbiters and Experts must take part in regular training and further education in order to maintain their expertise in the changing field of content moderation and Union law with regard to Online Platforms. Such training must be conducted at least every six months. The Experts are responsible for the training and further education of the Arbiters. Experts and Arbiters are to participate in conferences and symposia that will train them in their respective areas of expertise.

4. The competence of the Case Decision-Makers to issue a Decision for a Dispute depends on the content of the Dispute.

- a. Arbiters or Experts decide when General Terms and Conditions, the Community Guidelines or similar contractual provisions of the Online Platform are decisive for the Dispute.
- b. Experts decide when a determination regarding the illegality of content (Illegal Content) is decisive for the Dispute.

5. The Members of the Body are impartial and do not depend on either of the Parties, either financially or otherwise. The Case Decision-Makers have contractually assured the Body of their independence.

6. If a Case Decision-Maker finds himself in a conflict of interest, another Case Decision-Maker will be assigned to the Dispute.

- a. Generally, a conflict of interest is assumed if there is a reasonable assumption that the Case Decision-Maker has a personal interest in the outcome of the Dispute settlement. This is to be assumed in particular if the Case Decision-Maker has a family or close personal connection to the Complainant.
- b. In the event of a possible conflict of interest, the Case Decision-Maker is obliged to disclose such conflict immediately to the Board of the Body and to refrain from handling the Dispute until further notice. After the Board has examined whether there is a conflict of interest, the Board informs the Case Decision-Maker of the Decision as to whether he must ultimately withdraw from handling the Dispute.

- c. If the Board determines a conflict of interest, the Dispute is assigned to another Case Decision-Maker.

Article 11

Expertise of the Body

1. The Body decides Disputes with regard to all contractual matters, insofar as German law is applicable and the conduct of one of the Parties could constitute general violation of General Terms and Conditions, Community Guidelines or similar contractual provisions of the Online Platform (cf. Art. 10 No. 4 lit. a). For example, the following, non-exhaustive, matters are listed:
 - a. Offering illegal services, such as advertising or selling services that violate applicable law, such as hacking services
 - b. Engaging in gambling activities, such as Promoting or participating in unauthorised online gambling
 - c. Access to prohibited content, such as sharing or making available content that violates youth protection laws
 - d. Sabotage of online services, such as attacks on the infrastructure of social networks or other online services
 - e. Malware distribution, such as the sharing of malicious software that can infect computers or networks
 - f. Violation of competition law, such as unfair practices that impair free competition, such as misleading advertising
 - g. Trademark infringement, such as unauthorized use or distribution of protected trademarks or logos
 - h. Foreign interference, such as manipulation by foreign information services that may have a negative impact on civil discourse or elections, including the manipulation of information with the aim of jeopardizing the integrity/outcome of elections
2. The Body also decides Disputes regarding Illegal Content (cf. Art. 10 No. 4 lit b), provided that a violation of the following legal norms can be considered. A violation of a legal norm may be considered if it does not appear inherently implausible that the conditions for such a violation may have been met.

- a. Insult (§ 185 of the German Criminal Code, also 'StGB')
- b. Political insult (§ 188 StGB)
- c. Defamation (§§ 186-187 StGB)
- d. Sedition/Incitement of the people (§ 130 StGB) and disturbing the public peace by threatening to commit criminal offences (§ 126 StGB)
- e. Incitement to commit crimes (§§ 30, 145 ff. StGB)
- f. False suspicion (§ 164 StGB)
- g. Dissemination of propaganda materials of unconstitutional organisations/ use of symbols of unconstitutional and terrorist organisations (§§ 86, 86a StGB)
- h. Denigration of the state and its symbols (§ 90a StGB)
- i. Stalking/'Cyberstalking' (§ 238 StGB)
- j. 'Doxing'/'Deep-Fakes'/'Face-Swap': The unauthorized publication of personal or business-related data and trade secrets can violate § 42 GDPR or § 203 StGB. The unauthorized dissemination of images that affect privacy can constitute a violation of the highly personal sphere of life through image recordings according to § 201a StGB. The unauthorized recording or dissemination of non-public conversations can violate the confidentiality of the word according to § 201 StGB. Sharing or disseminating copyrighted content without permission can violate § 106 UrhG
- k. Coercion (§ 240 StGB)
- l. Threat (§ 241 StGB)
- m. Fraud (§ 263 StGB)
- n. Computer fraud (§ 263a StGB)

Article 12

Language of the Proceedings and Language Competence

1. The language of the Proceedings is German or English.
2. The content at issue, provided it involves language at all, must be German or English. It is at the sole discretion of the Complainant whether he wants to conduct the Proceedings in German or English.
3. The Body ensures that all Case Decision-Makers who are entrusted with Proceedings are fluent in the selected language of the Proceedings. The Body requires relevant proof of language proficiency before appointing a Case Decision-Maker. Such proofs are, for example, nationality, officially recognised language certificates (TOEFL,

IELTS, Cambridge) or periods of study abroad that ended with passed examinations in the corresponding language of the Proceedings.

Article 13

Electronic accessibility

1. The Body can be easily reached electronically throughout the entire process. Communication with the Body is possible via web form, available on the website www.platform-control.com or by email (info@platform-control.com).
2. In the interests of swift communication processing, the Body recommends the Parties to only use the provided channels in each Dispute, and to refrain from questions of state of affairs, provided there is no violation of the deadlines specified in these Rules of Procedure.
3. When communicating with the Body regarding a specific Complaint, it is mandatory to indicate the respective file number (Case-ID), which was communicated to the Parties at the beginning of the Proceedings.

IV. INFORMATION ABOUT FURTHER LEGAL REMEDIES, CONFIDENTIALITY AND DATA PROTECTION

Article 14

Legal Recourse

The Body's Decision is not binding on the Parties. In particular, the Parties have the option of further legal recourse (Art. 21(2) subpar. 3 DSA). These Rules of Procedure do not affect the possibility of taking legal action against Moderation Measures by Online Platforms by other means, in particular to bring an action under the law of the Member State concerned, and the exercise of the right to an effective judicial remedy under Art. 47 of the Charter of Fundamental Rights of the European Union.

Article 15

Confidentiality and Data Protection

1. The general personal rights of the Users are protected. Business and trade secrets of the Online Platform are not made public. The Body treats all data received during the procedure confidentially and in accordance with the GDPR.
2. The Parties are obliged to keep the details of the Disputes and the resulting Decisions confidential. Any information, records, reports, or other documents that the Body receives are confidential. The Body cannot be obliged to disclose such records or to provide them in civil court Proceedings. The Parties will maintain the confidentiality of the Proceedings and, in particular, will not rely on the following documents or introduce them as evidence in any arbitration, court or other Proceeding:
 - a. views, suggestions or offers expressed by another party or the Case Decision-Maker during the Dispute Proceedings;
 - b. concessions made by another party during the Dispute Proceedings that relate to the substance of the Dispute.
3. The final Decision of the Body can be used in civil court proceedings.
4. By participating in the Proceedings, the Parties agree to the publication of an anonymised Decision. Neither the Respondent's nor the Complainant's data is disclosed when a Decision is published.
5. Information provided to and requested by the Digital Services Coordinator is excluded from the provisions above.