svoju posebnu regulaciju te da zaključivanje *a maiore ad minus* nije prihvatljivo u ovom slučaju. **Stoga je realno očekivati kao potrebno donošenje posebne procesnopravne regulacije koja bi regulirala djelovanje UI-ja unutar arbitražnog i/ili pravosudnog procesa u tipu C, a koji obuhvaća i tip D.** Ovakvo rješenje zasigurno bi doprinijelo pravnoj sigurnosti i izvjesnosti postupanja ugovaratelja u odnosu na UI te zaštitilo integritet procesnopravnih instituta kao garanta pravednog procesnog postupanja i pravne sigurnosti i prava na pravnu zaštitu i pravosudni proces, što unutar materijalnopravnih odredbi ugovora ne mora biti uvijek i dosljedno osigurano.

ARTIFICIAL INTELIGENCE AND (TECHNOLOGICAL DIGITAL) ARBITRATION

In this paper the legal nature of artificial intelligence (AI) is analysed. So far, artificial intelligence may be defined solely and exclusively as a way of taking actions by its owner or user, since it is not possible for artificial intelligence to have legal personality. In analysing digital technology, several types of technological digital arbitration are provided including: "electronic" arbitration; artificial intelligence arbitration within the traditional approach to arbitration; AI-arbitration in which artificial intelligence has the authority and prerogatives of the arbitrator; off-chain block-chain arbitration and on-chain block-chain arbitration. In the characterization of arbitration, the relationship between arbitration and smart contracts and block-chain technology is established. Finally, a hypothetical arbitration clause is set up in favour of artificial intelligence as an arbitrator in the current legislation of the Republic of Croatia by providing an analysis of the validity of such clause.

Key words: *Arbitration, block-chain, smart contract, artificial inteligence.*