



Uniform Domain Name Dispute Resolution Policy

Policy Adopted: August 26, 1999
Implementation Documents Approved: October 24, 1999

Notes:

- 1. This policy is now in effect. See www.icann.org/udrp/udrp-schedule.htm for the implementation schedule.**
 - 2. This policy has been adopted by all accredited domain-name registrars for domain names ending in .com, .net, and .org. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).**
 - 3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.**
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Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at www.icann.org/udrp/udrp-rules-24oct99.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's

rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of

Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or

arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Comments concerning the layout, construction and functionality of this site should be sent to webmaster@icann.org.

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Rules for Uniform Domain Name Dispute Resolution Policy

Policy Adopted: August 26, 1999
Implementation Documents Approved: October 24, 1999

Note: These rules are now in effect. See www.icann.org/udrp/udrp-schedule.htm for the implementation schedule.

Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules")

(As Approved by ICANN on October 24, 1999)

Administrative proceedings for the resolution of disputes under the Uniform Dispute Resolution Policy adopted by ICANN shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. Definitions

In these Rules:

Complainant means the party initiating a complaint concerning a domain-name registration.

ICANN refers to the Internet Corporation for Assigned Names and Numbers.

Mutual Jurisdiction means a court jurisdiction at the location of either (a) the principal office of the Registrar (provided the domain-name holder has submitted in its Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the domain name) or (b) the domain-name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time the complaint is submitted to the Provider.

Panel means an administrative panel appointed by a Provider to decide a complaint concerning a domain-name registration.

Panelist means an individual appointed by a Provider to be a member of a Panel.

Party means a Complainant or a Respondent.

Policy means the Uniform Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

Provider means a dispute-resolution service provider approved by ICANN. A list of such Providers appears at www.icann.org/udrp/approved-providers.htm.

Registrar means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

Registration Agreement means the agreement between a Registrar and a domain-name holder.

Respondent means the holder of a domain-name registration against which a complaint is initiated.

Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name.

Supplemental Rules means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Panel, and the form of cover sheets.

2. Communications

(a) When forwarding a complaint to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and

(ii) sending the complaint in electronic form (including annexes to the extent available in that form) by e-mail to:

(A) the e-mail addresses for those technical, administrative, and billing contacts;

(B) `postmaster@<the contested domain name>`; and

(C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is

maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and

(iii) sending the complaint to any address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other addresses provided to the Provider by Complainant under Paragraph 3(b)(v).

(b) Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made by the preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)), or in the absence of such specification

(i) by telecopy or facsimile transmission, with a confirmation of transmission; or

(ii) by postal or courier service, postage pre-paid and return receipt requested; or

(iii) electronically via the Internet, provided a record of its transmission is available.

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11. E-mail communications should, if practicable, be sent in plaintext.

(e) Either Party may update its contact details by notifying the Provider and the Registrar.

(f) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

(i) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or

(ii) if by postal or courier service, on the date marked on the receipt; or

(iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run

on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).

(h) Any communication by

(i) a Panel to any Party shall be copied to the Provider and to the other Party;

(ii) the Provider to any Party shall be copied to the other Party; and

(iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

3. The Complaint

(a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

(b) The complaint shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Request that the complaint be submitted for decision in accordance with the Policy and these Rules;

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

(iv) Designate whether Complainant elects to have the dispute

decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);

(v) Provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);

(vi) Specify the domain name(s) that is/are the subject of the complaint;

(vii) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;

(viii) Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future.);

(ix) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,

(1) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

(2) why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and

(3) why the domain name(s) should be considered as having been registered and being used in bad faith

(The description should, for elements (2) and (3), discuss any aspects of Paragraphs 4(b) and 4(c) of the Policy that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(x) Specify, in accordance with the Policy, the remedies sought;

(xi) Identify any other legal proceedings that have been

commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(xii) State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (domain-name holder), in accordance with Paragraph 2(b);

(xiii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(xiv) Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(xv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

4. Notification of Complaint

(a) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by

Paragraph 2(a), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

(b) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

(c) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with forwarding the Complaint to the Respondent.

(d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the date of commencement of the administrative proceeding.

5. The Response

(a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The response shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent (domain-name holder) to retain registration and use of the disputed domain name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

(iv) If Complainant has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

(v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates

to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);

(vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(vii) State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b); and

(viii) Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(ix) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

(c) If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

(d) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(e) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision

(a) Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider,

or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(d) Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from any ICANN-approved Provider's list of panelists.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

(f) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

8. Communication Between Parties and the Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel or the Provider shall be made

to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the Panelist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panelist is appointed in the case of a three-member Panel.

10. General Powers of the Panel

- (a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.
- (b) In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.
- (c) The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.
- (d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.
- (e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings

- (a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.
- (b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

12. Further Statements

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole

discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Default

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

(c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.

(d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

(a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.

(b) Except if the Panel determines otherwise (see [Paragraph 4\(j\)](#) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see [Paragraph 15\(e\)](#) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination

(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See [Paragraph 8](#) above.

19. Fees

(a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under [Paragraph 5\(b\)\(iv\)](#) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Panel. See [Paragraph 5\(c\)](#). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under [Paragraph 19\(d\)](#). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with [Paragraph 19\(a\)](#).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

21. Amendments

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of ICANN.

Comments concerning the layout, construction and functionality of this site should be sent to webmaster@icann.org.

Page Updated 05-Feb-2002

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The National Arbitration Forum's UDRP Supplemental Rules (January 1, 2006 version)

Effective for cases filed on or after January 1, 2006.

Uniform Domain Name Dispute Resolution Policy (UDRP) Supplemental Rules to ICANN's Uniforms Domain Dispute Resolution Policy

1) Definitions

- a) **The Rules** means the Rules for the Uniform Domain Name Dispute Resolution Policy, approved by the Internet Corporation for Assigned Names and Numbers (ICANN) on October 24, 1999.
- b) **The Policy** means the Uniform Domain Name Dispute Resolution Policy approved by ICANN on October 24, 1999.
- c) **The Forum** means the National Arbitration Forum.
- d) **"The Holder of a Domain Name Registration,"** as used in The Rules (Rule 1), means the single person or entity listed in the WHOIS registration information at the time of the filing of the Complaint with the Forum; and once the registrar has verified registration, is limited to the single person or entity as verified by the registrar.
- e) **"The Party Initiating a Complaint Concerning a Domain Name Registration,"** as used in The Rules (Rule 1), means the single person or entity claiming to have rights in the domain name, or multiple persons or entities who have a sufficient nexus who can each claim to have rights to all domain names listed in the Complaint.
- f) **Calendar Days** means that all days, including weekends and international and national holidays, shall be counted in determining all deadlines and due dates.

Exceptions-Deadlines:

- i) In the event that a deadline falls on a United States federal holiday, as defined by 5 U.S.C. §6103, the deadline shall be extended to the following Calendar Day.
- ii) In the event that a Calendar Day deadline falls on a Saturday or Sunday, the deadline shall be extended to the following Calendar Day.

2) Scope

The Forum will apply the Rules, the Policy and the Forum's Supplemental Rules in effect at the time a Complaint is submitted. The Forum's Supplemental Rules may be amended by the Forum in its sole discretion.

3) Communications

All communications must be directed to the Forum and not to the Panel.

4) The Complaint

- a) The Complaint must include all elements listed in Paragraph 3(b) of the Rules and may not exceed ten (10) pages.
- b) The Complainant must submit three (3) hard copies of the Complaint to the Forum if the Complainant requests a single-member Panel. The Complainant must submit five (5) hard copies of the Complaint if the Complainant requests a three (3) member Panel. If the Respondent requests a three-member Panel, the Complainant may be asked to submit additional copies of the Complaint.
- c) In accordance with Paragraph 3(b)(xii) of the Rules, the Complainant must send or transmit its Complaint to the Respondent under cover of the Complaint Transmittal Cover Sheet posted on the Forum's web site.
- d) The Complaint must be sent to the Forum by e-mail (domaindispute@adrforum.com), and either by fax or by mail.
- e) Notification to Registrar and certification thereof.
 - i) The Complainant must provide a copy of the Complaint to the registrar of the disputed domain name at the same time the Complaint is sent to the Forum.
 - ii) The Complainant must certify in the Complaint that Complainant has complied with Supp. Rule 4(e)(i).

5) The Response

- a) The Response must include all elements listed in Paragraph 5(b) of the Rules and may not exceed ten (10) pages. If no Response is submitted or if the Response fails to designate a preferred method of communication as required under Paragraph 5(b)(iii) of the Rules, the method used by the Forum to communicate to the Respondent will be:
 - i) the e-mail address Respondent provided in the Response;
 - ii) if no Response is submitted or if no e-mail address is provided in the Response, the e-mail address of the Respondent in the WHOIS on the date the Complaint was filed;
 - iii) if there is no e-mail address in the WHOIS, the facsimile address the Respondent provided in the Response or the e-mail address provided for the Respondent in the Complaint;
 - iv) if none of these addresses are provided, the facsimile address provided for the Respondent in the Complaint; or
 - v) if none of these addresses are provided, the mail address provided for the Respondent in the Complaint.
- b) The Respondent must submit three (3) hard copies of the Response to the Forum if the Complainant requests a single-member Panel. If the Complainant or Respondent requested a three-member Panel, the Respondent must submit (5) hard copies of the Response to the Forum.
- c) The Response must be sent to the Forum by e-mail (domaindispute@adrforum.com), and by either fax or by mail.

6) Extensions and Stays

- a) Extensions for Filing a Response

- i) Paragraph 5(d) of the Rules provides that the Respondent may request additional time to submit a Response, or may be given additional time if the parties stipulate to an extension and the Forum approves. Any request by the Respondent for an extension or any joint request by the parties for an extension must:
 - (1) be submitted after the parties have first conferred with each other to see if they could reach an agreement concerning the requested extension;
 - (2) be submitted in writing to the Forum and the parties within the time for the Response to be submitted;
 - (3) state the exceptional circumstances warranting the request for an extension;
 - (4) state the length of the extension being requested (no more than twenty (20) additional Calendar Days); and
 - (5) be accompanied by an extension fee of \$100.
- ii) The Forum may exercise its discretion in determining whether exceptional circumstances exist warranting an extension and if so, the length of the extension. No request for an extension will be approved if any of the conditions set forth in Paragraph 6(a) have not been performed.

b) **Stays of the Administrative Proceeding**

- i) If a Panel has not been appointed by the Forum, parties may jointly request a stay for a one-time period of no more than forty-five Calendar Days, provided that both parties have agreed to the stay in writing and that the parties submit the signed agreement to the Forum. A Model Form is available on the Forum's website: <http://domains.adrforum.com>.
- ii) Prior to expiration of the Stay, at least one party must request in writing that the case be reinstated. Absent this written request, the Forum will automatically dismiss the case without prejudice.
- iii) If a Panel has been appointed by the Forum, a request that the administrative proceeding be stayed shall be granted at the discretion of the appointed Panel.

7) Submission of other Written Statements and Documents; No Amendment to the Complaint

- a) A party may submit additional written statements and documents to the Forum and the opposing party(s) within five (5) Calendar Days after the date the Response was received by the Forum, or, if no Response has been filed, the last date the Response was due to be received by the Forum.
- b) Each additional submission pursuant to Supplemental Rule 7(a) must:
 - i) be timely received by the Forum;
 - ii) be accompanied by an additional submission fee of \$400;
 - iii) include proof of service of these submissions upon the opposing party(s); and
 - iv) be submitted in either hard copy or electronic form.

- c) The party(s) not filing the original additional submission under 7(a) may file additional written statements and documents to the Forum within five (5) Calendar Days after the date the original additional submission was received by the Forum.
- d) Each additional submission pursuant to Supplemental Rule 7(c) must
 - i) be timely received by the Forum;
 - ii) include proof of service of these submissions upon the opposing party(s); and
 - iii) be submitted in either hard copy or electronic form.
- e) Each party is limited to one additional submission under either 7(a) or 7(c), but not both.
- f) Additional submissions must not amend the Complaint or Response.

8) The Record of the Administrative Proceeding.

The Complaint, Response, and additional written statements and documents provided in Paragraph 12 of the Rules and Paragraph 7 of the Supplemental Rules constitute the complete record to be considered by the Panel.

9) Appointment of the Panel and Timing of Decision

- a) The Forum will maintain and publish a list of Panelists and their qualifications to which any party will be directed on the Forum's web site, <http://domains.adrforum.com>. The Forum will appoint a Panelist from this list to serve as a single-member Panel.
- b) In cases involving a three-member Panel, the Forum will select a Chair for the three-member Panel and will endeavor to select a Chair who was not from the list of Panelist candidates provided by the parties pursuant to Paragraph 6(e) of the Rules. The Chair will sign all Orders and the Decision, coordinate and preside over the proceeding, and forward to the Forum the Panel's decision, including any concurring or dissenting opinion as required by Paragraph 15 of the Rules.
- c) In cases where the Complainant requested a three-member Panel and no Response was submitted as required by Rule 5(a), the Complainant may be given the option of converting the three-member Panel to a single-member Panel:
 - i) After the time for the Response has expired, the Forum will notify the Complainant that no response was submitted and that the Complainant may convert its three-member Panel request to a single-member Panel request;
 - ii) Within five (5) Calendar Days of this notification, the Complainant may request that the three-member Panel be converted to a single-member Panel;
 - iii) If a single-member Panel is requested, the Forum will select a Panelist from its list of Panelists, not from the list of Panelists submitted by the Complainant; and
 - iv) If a single-member Panel is appointed to decide the case, the Complainant will be reimbursed \$1,000 of its fee.
- d) If the Complainant fails to request that the three-member Panel be converted to a single-member Panel as provided in paragraph 9(c)(ii) above, the selection of the three-member Panel will be as follows:
 - i) The Complainant must provide a list of three candidates and the Forum will endeavor to select a Panelist from that list as provided in Rule 6(e);

- ii) The Forum will select a Panelist from its list of Panel members; and
 - iii) The Forum will submit to the parties a list of five candidates and will select a Panelist as provided in Rule 6(e).
- e) In cases where the Respondent requested a three-member Panel and the Complaint is withdrawn prior to the appointment of a Panel, the Respondent will be reimbursed \$1,000 of its fee.

10) Impartiality and Independence

- a) All the Forum Panelists will take an oath to be neutral and independent.
- b) A Panelist will be disqualified if circumstances exist that create a conflict of interest or cause the Panelist to be unfair and biased, including but not limited to the following:
 - i) The Panelist has a personal bias or prejudice concerning a party or personal knowledge of disputed evidentiary facts;
 - ii) The Panelist has served as an attorney to any party or the Panelist has been associated with an attorney who has represented a party during that association;
 - iii) The Panelist, individually or as a fiduciary, or the Panelist's spouse or minor child residing in the Panelist's household, has a direct financial interest in a matter before the Panelist;
 - iv) The Panelist or the Panelist's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - (1) Is a party to the proceeding, or an officer, director, or trustee of a Party; or
 - (2) Is acting as a lawyer or representative in the proceeding.
- c) A party may challenge the selection of a Panelist, provided that a decision has not already been published, by filing with the Forum a written request stating the circumstances and specific reasons for the disqualification.
- d) A request to challenge must be filed in writing with the Director of Arbitration within five (5) Calendar Days of the date of receipt of the notice of the selection.
- e) Provided a decision has not already been published by the selected Panelist, the Forum will promptly review the challenge and determine whether circumstances exist requiring Panelist disqualification in accord with this rule.

11) Communications Between Parties and the Panel

- a) No party may directly communicate with a Panelist.
- b) The parties may communicate with the Case Coordinator assigned to their proceeding by phone, fax, e-mail, or mail through the United States Postal Service.
- c) Any request by a party for any type of action by the Forum or Panel must be communicated in writing to the Forum and the opposing party(s).

12) Withdrawal

- a) Prior to Commencement

- i) Before the five (5) Calendar Day deficiency period described in Rule 4(b) expires, the Complainant may withdraw the Complaint without prejudice. A withdrawal request must be submitted to the Forum in writing and be signed by the Complainant. Upon the Forum's receipt of the withdrawal request, the Complaint will be withdrawn without prejudice and the administrative proceeding will be terminated.
 - ii) The Complainant may re-initiate a proceeding, which was properly withdrawn pursuant to Supplemental Rule 12(a)(i), within thirty (30) Calendar Days. A re-initiation fee of \$100 must accompany the request to re-initiate the proceeding.
 - iii) If the Complaint was withdrawn pursuant to Supplemental Rule 12(a)(i) and if the Complainant does not re-initiate the Complaint at the end of thirty (30) Calendar Days, a subsequent Complaint will be treated as a new Complaint and must be accompanied by payment of the appropriate fees.
- b) After Commencement and Prior to Response:
 - i) After commencement, but before the Forum has received a Response that complies with Supplemental Rule 5, the Complaint may be withdrawn by the Complainant. A withdrawal request must be submitted to the Forum in writing and be signed by the Complainant. A Complaint dismissed by the Forum pursuant to Supplemental Rule 12(b)(i) will be dismissed without prejudice.
 - ii) After commencement, but before the Forum has received a Response that complies with Supplemental Rule 5, the Complaint may be withdrawn pursuant to a joint request made by both parties. A withdrawal request must be submitted to the Forum in writing and be signed by both Parties. A Complaint dismissed by the Forum pursuant to Supplemental Rule 12(b)(ii) will be dismissed with prejudice.
- c) After Response is Received: After a Response that complies with Supplemental Rule 5 has been received by the Forum, but before a Panel decision is published, the Complaint may be withdrawn if both parties agree to the withdrawal. A withdrawal request must be submitted to the Forum in writing and be signed by both parties. A Complaint dismissed by the Forum pursuant to Supplemental Rule 12(c) will be dismissed with prejudice.
- d) The Complaint cannot be withdrawn after a Panel decision is published.

13) Panel Decisions

Panel decisions will meet the requirements set forth in Paragraph 15 of the Rules and will be of a length that the Panel deems appropriate.

14) Correction of Clerical Mistakes

Clerical mistakes or errors in the Panel's decision arising from oversight or omission by the Panel may be corrected by the Director of Arbitration for the Forum.

15) Communication of Decision to Parties; Publication of Decision.

- a) The Forum will publish the decision by submitting the Panel's decision to the parties, ICANN, and the Registrar as required by the Rules, and by publishing the full decision on a publicly accessible web site.
- b) All requests pursuant to Policy paragraph 4(j) and Rule 16(b) to have a portion of the decision redacted, must be made in the Complaint, the Response, or an Additional Submission that is submitted before the Panel's decision is published.

16) Conclusion of the Proceedings

Once the Panel's decision is issued, the case is closed with the Forum. No further submissions or requests will be considered.

17) Fees (U.S. Dollars)

a) Fees:

Number of Disputed Domain Names	Single-Member Panel	Three-Member Panel
1-2	\$1,300	\$2,600
3-5	\$1,450	\$2,900
6-10	\$1,800	\$3,600
11-15	\$2,250	\$5,000
16 or More	To be determined in consultation with the Forum	To be determined in consultation with the Forum

b) Participatory hearings:

As stated in the Rules, in exceptional circumstances (for example, in the event an in-person hearing is held), the Forum may require the Parties to pay additional fees, which will be established by agreement of the Parties and the Director of Arbitration for the Forum prior to the appointment of the Panel.

c) Non-refundable fees:

Fees to be paid to the Forum as provided in these Supplemental Rules must be paid in U.S. Dollars and are non-refundable, except as provided in Supplemental Rule 9(c)(iv) and 9(e).

d) Forms of payment

Payment shall be made in one of the following forms:

- i) Credit card;
- ii) Certified check; or
- iii) Personal/business check.

- e) If any form of payment is cancelled, stopped, returned unpaid or dishonored, without prior written authorization from the Forum, the Forum reserves the right to charge a service fee of \$50 for each cancelled, stopped, returned or dishonored payment.

18) Effective Date

These Supplemental Rules apply to all cases filed on or after January 1, 2006.

Contact the Forum with any questions via [email](#) or call (800) 474-2371.