

# Start-up Trademark Opposition Policy and Rules for .BIZ

(As adopted by NeuLevel, Inc. and approved by ICANN on May 11, 2001)

1. [Start-up Trademark Opposition Policy](#). This policy is followed by all ICANN-Accredited Registrars. The Policy, is made a part of the ICANN-Accredited Registrar-registrant agreement. Registry Operator has begun the process of contacting potential dispute providers and will announce these providers in the near future.
2. [Rules for Start-Up Trademark Opposition Policy](#). These rules are followed by all dispute-resolution service providers, with supplementation by each provider's supplemental rules. The [rules](#) are set forth below. Registry Operator has begun the process of contacting potential dispute providers and will announce these providers in the near future.

## START-UP TRADEMARK OPPOSITION POLICY FOR .BIZ (Revised 9/19/01)

1. **Purpose.** This Start-up Trademark Opposition Policy (the "Policy") is incorporated by reference into the .BIZ Registration Agreement. It sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the .BIZ top-level domain (the "Registry") over the registration or use of an Internet domain name registered by you that is subject to the [Intellectual Property Claim Service](#) ("IP Claim Service").

The IP Claim Service is a service introduced by the Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In order to benefit from the IP Claim Service, a Claimant was required to submit a Intellectual Property Claim Form ("IP Claim Form") for the .BIZ domain name matching the exact alphanumeric string contained in the trade or service mark in which that Claimant has rights. Neither the Registry Operator nor we verified whether the IP Claim Form information provided by a Claimant is accurate. Neither the Registry Operator nor we provide any warranties or guarantees in respect of that information. No restriction was placed on the number of Claimants that could file a IP Claim Form for a given domain name. Accordingly, in some cases, there are multiple Claimants for a single domain name. If your domain name identically matches a trade or service mark string specified in a IP Claim Form, any Claimant that filed such a IP Claim Form will be notified of this fact. The notification will provide the relevant details of your registration, including your contact details. In accordance with this Policy and the [Rules](#), those Claimants will have the right to challenge your domain name registration, subject to the challenge priority established by the Registry Operator. Proceedings under Paragraph 4 of this Policy

will be conducted according to the [Rules for Start-up Trademark Opposition Policy \(the "Rules"\)](#), which are available at below, and the selected administrative dispute resolution service provider's supplemental rules.

2. **Your Representations.** By applying to register a domain name in the start-up period, you hereby represent and warrant to us that (a) the statements that you made in your .BIZ Registration Agreement are complete and accurate; (b) to your knowledge, 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 a domain name registration that is subject to this Policy under the following circumstances:
  1. 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, and there are no further Claimants with respect to your domain name(s); and/or
  4. Our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
  5. 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.

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

6. **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](http://www.icann.org/udrp/approved-providers.htm) (each, a "Provider").
  1. **Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a Complainant asserts to the applicable Provider, in compliance with the [Rules](#), that:
    1. Your domain name is identical to a trademark or service mark in which the Complainant has rights; and
7. You have no rights or legitimate interests in respect of the domain name; and
  1. Your domain name has been registered or is being used in bad faith.

In the administrative proceeding, the Complainant must prove that each of

these three elements is present.

2. **Evidence of Registration or 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 considered evidence of the registration or use of a domain name in bad faith:

1. Circumstances indicating that you have registered the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant or to a competitor of the Complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
8. You have registered the domain name in order to prevent the Complainant from reflecting the mark in a corresponding domain name; or
9. You have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
10. 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.

1. **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 the [Rules](#) to determine 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):

1. You are the owner or beneficiary of a trade or service mark that is identical to the domain name; or
11. 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
12. 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.

1. **Selection of Provider.** The Claimant shall select the Provider from among those approved by ICANN and electing to offer STOP dispute resolution services, 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). A list of STOP Providers can be found at: [http://www.neulevel.biz/stop\\_overview/stop\\_overview.html](http://www.neulevel.biz/stop_overview/stop_overview.html).

**13. Initiation of Proceeding and Process and Appointment of Administrative Panel.** All disputes will be decided by a single Panelist, who shall be appointed by the Provider. The Rules state the process for initiating and conducting a proceeding and for appointing the Sole Panelist that will decide the dispute (the "Administrative Panel").

**14. 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 another dispute resolution policy adopted by ICANN, and the Complainant has priority to challenge you under the STOP Policy and [Rules](#).

- 1. 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.
- 2. 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 an Administrative Panel.

**15. Remedies.** The remedies available to a Complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the transfer of your domain name registration to the Complainant.

- 1. Notification and Publication.** The Provider shall notify us and the Registry Operator 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.

**16. Implementation of the Administrative Panel's Decision.** If an Administrative Panel decides that your domain name registration should be 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 of the Rules (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database.) 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.

## **17. Multiple Challenges.**

1. Your domain name may be the subject of multiple challenges by Claimants. In such event, the Registry Operator will be responsible for establishing the challenge priority among multiple Claimants on a randomized basis.
2. In the event that there is more than one Claimant, the Administrative Panel shall decide, in light of its findings in respect of each of the elements identified in Paragraph 4(a), whether any further challenges shall be permitted in respect of your domain name under this Policy by using the following criteria:

1. In the event that the Complainant demonstrates that:

1. it has legitimate rights to the domain name,
2. you have no legitimate rights, and
3. you have either registered the domain name in bad faith or used the domain name in bad faith,

and the Respondent fails to demonstrate that it has legitimate rights to the domain name, the Panel will find in favor of the Complainant, award the domain name to the Complainant, and decide that no subsequent challenges under this Policy against the domain name(s) that is/are the subject of the Panel's decision shall be permitted.

2. In the event that you demonstrate that you have legitimate rights to the domain name, the Panel will dismiss the complaint, and decide that no subsequent challenges under this Policy against the domain name(s) that is/are the subject of the Panel's decision shall be permitted.
3. In the event that you do not, or are unable to, demonstrate legitimate rights to the domain name(s), and the Complainant is unable to demonstrate either (a) it has legitimate rights, or (b) the domain name(s) was/were registered in bad faith, the Panel will dismiss the complaint, and decide that subsequent challenges under this Policy against the domain name(s) that is/are subject of the Panel's decision shall be permitted. Such challenges under this Policy, however, may not be brought by the same Complainant.

**18. All Other Disputes and Litigation.** All other disputes between you and any party other than us or the Registry Operator 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, or the Uniform Domain Name Dispute Resolution Policy, as supplemented by the Registration Restrictions Dispute Resolution Criteria. Proceedings under the the Uniform Domain Name Dispute Resolution Policy, whether or not supplemented by the Registration Restrictions Dispute Resolution Criteria, shall not be brought against a domain

name, as long as this domain name is, or can be, subject to an administrative proceeding under the Policy.

**19. 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.

**20. Maintaining the Status Quo.** We will not cancel, transfer, activate, de-activate, or otherwise change the status of any domain name registration subject to this Policy, except as provided in Paragraph 3 above.

**21. Transfers During a Dispute.**

1. **Transfers of a Domain Name to a New Holder.** You may not transfer a domain name registration that is subject to this Policy to another holder until all pending or prospective challenges pursuant to this Policy have been resolved, except that a transfer may be made to the Complainant in a pending administrative proceeding (e.g., in the event of a settlement of the dispute), provided that there are no further Claimants with respect to your domain name.

**22. Changing Registrars.** You may not transfer a domain name registration that is subject to this Policy to another registrar until all pending or prospective challenges pursuant to this Policy have been resolved.

**23. Policy Modifications.** The Registry Operator reserves the right to modify this Policy at any time with the permission of ICANN. We will post the revised Policy at <http://www.neulevel.biz/ardp/docs/stop.html> at least fifteen (15) 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 the 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.

**RULES FOR START-UP TRADEMARK OPPOSITION POLICY (Revised 9/19/01)**

Administrative proceedings for the resolution of disputes pursuant to the [Start-up Trademark Opposition Policy](#) shall be governed by these Rules and any Supplemental Rules of the dispute resolution service provider administering the proceedings, as posted at its web site.

**1. Definitions**

In these Rules:

- **Case Ticket Number** means the number assigned by Registry Operator to Claimants that register its intent to file a complaint with a Provider.
- **Claimant** means a trademark or service mark holder that submitted an Intellectual Property Claim Form ("IP Claim Form") for a .BIZ domain name under the [Intellectual Property Claim Service](#) ("IP Claim Service").
- **Complainant** means a Claimant that has initiated an administrative proceeding under the [Start-up Trademark Opposition Policy](#) against a domain name registration that is subject to the IP Claim Service.

2. **ICANN** refers to the [Internet Corporation for Assigned Names and Numbers](#).
3. **Mutual Jurisdiction** means a court jurisdiction at the location of either (a) the principal office of the Registrar of the domain name in question, or (b) the domain name holder's address, as shown for the registration of the domain name in the Registrar's Whois database at the time a complaint is submitted to a Provider.
4. **Panel** means the sole panelist appointed by a Provider to decide a complaint pursuant to the [Policy](#).
5. **Party** means a Complainant or a Respondent.
6. **Policy** means the [Start-up Trademark Opposition Policy](#) that is incorporated by reference and made a part of the Registration Agreement.
7. **Provider** means a dispute resolution service provider approved by ICANN. A list of such Providers appears at <http://www.icann.org/udrp/approved-providers.htm>.
8. **Registrar** means the entity with which the Respondent has registered a domain name that is the subject of a complaint.
9. **Registration Agreement** means the agreement between a Registrar and a domain name holder.
10. **Registry Operator** means the registry operator for the .BIZ top-level domain.
11. **Respondent** means the holder of a domain name registration against which a complaint is initiated.
12. **Reverse Domain Name Hijacking** means using the [Policy](#) in bad faith to attempt to deprive a registered domain name holder of a domain name.
13. **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.

#### 14. Communications

- Any written communication to the Complainant or the Respondent required under these Rules shall be made by the means specified by the Complainant

or the Respondent, respectively, or in the absence of such specification:

1. By facsimile with a confirmation of transmission; or

15. By postal or courier service, postage pre-paid and return receipt requested; and/or

16. Electronically via the Internet, provided a record of its transmission is available.

- Any communication to the Provider or the Panel shall be made in accordance with the Provider's Supplemental Rules.
- All communications shall be made in the language prescribed in Paragraph 11.
- Either Party may update its contact details by notifying the other Party, the Provider and the Registrar.

17. 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:

1. If delivered by facsimile transmission, on the date shown on the confirmation of transmission; or

18. If by postal or courier service, on the date marked on the receipt; or

19. If via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

- Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(e).
- Except as otherwise provided in these Rules, any communication by:
  1. A Panel to any Party shall be copied to the Provider and to the other Party;

20. The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party shall be copied to the other Party; and

21. A Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

- 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.
- In the event that a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the

Provider of the circumstances of the notification.

## 22.The Complaint

- A Complainant shall initiate an administrative proceeding under this Policy by:
  1. Registering with the Registry Operator, its intent to submit a complaint to a Provider. By registering the submission of its complaint with Registry Operator, the Complainant shall be given a Case Ticket Number; AND

23.Submitting its complaint to the Provider of its choice within twenty (20) calendar days of being notified by the Registry Operator of its challenge priority in accordance with the Rules and Policy; and

If the Complainant fails to submit its complaint to a Provider or to complete its registration with the Registry Operator by the specified deadline, it shall be deemed to have forfeited its right to challenge the domain name registration under this Policy. In any event, a Complainant shall as soon as possible after receiving notification of its challenge priority advise the Registry Operator in writing of its election not to challenge the domain name registration under this [Policy](#).

- The complaint shall be submitted in hard copy (with annexes) and in electronic form (without annexes).
- The complaint shall:
  1. Request that the complaint be submitted for decision in accordance with the [Policy](#) and Rules and describe why the domain name registration should be considered subject to the [Policy](#);

24.Provide the full 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;

25.Provide the Registry Account Number, the Case Ticket Number and the Challenge Priority Number provided by the Registry Operator;

26.Specify a preferred method for communications 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;

27.Provide the full name of the Respondent and, if different from the contact details available in the Whois database for the domain name, provide all information known to the Complainant regarding how to contact the Respondent or any representative of the Respondent, including contact information based on pre-complaint dealings;

28. Specify the domain name(s) that is/are the subject of the complaint;
29. Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
30. 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 (the Complainant may also separately describe other goods and services for which it intends, at the time the complaint is submitted, to use the mark in the future);
31. Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular, (1) the extent to which the domain name(s) is/are identical to a trademark or service mark in which the Complainant has rights; and (2) why the Respondent 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 or used in bad faith. This portion of the complaint shall comply with any word or page limit set forth in the Provider's Supplemental Rules;
32. Identify any other proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that is/are the subject of the complaint, including any such proceedings under this [Policy](#);

1. 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(a);
2. Identify the Mutual Jurisdiction to which the Complainant(s) will submit, with respect to any challenges to a decision in the administrative proceeding to transfer the domain name, as follows:

"The Complainant hereby designates [identify precisely the court jurisdiction] as the Mutual Jurisdiction, for the purposes of any challenges to a decision in the administrative proceeding to cancel or transfer the domain name."

1. 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 service provider and the Administrative Panelist, except in the case of deliberate wrongdoing, (b) the registrar, (c) the Registry Operator, 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 the Start-up Trademark Opposition Policy, the Rules for Start-up Trademark Opposition Policy and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

1. Annex any documentary or other evidence, including any trademark or service mark registration upon which the complaint relies and a schedule indexing such evidence.
- The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain name holder and the Complainant has an equal challenge priority in respect of each domain name that is the subject of the complaint.

### **33. Notification of Complaint**

- The Provider shall review the complaint for formal compliance with the [Policy](#) and the Rules. If the complaint is found to be in compliance, the Provider shall notify the Respondent, in the manner prescribed in Paragraph 2(a). For the purposes of notifying the complaint, the Provider shall not be required to use any contact details other than those available in the Whois database for the domain name(s) in dispute.

34. If the Provider finds the complaint to be formally deficient, it shall promptly notify the Complainant 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 terminated and the Complainant shall be deemed to have forfeited its right to challenge the domain name registration under this [Policy](#).

35. The date of commencement of the administrative proceeding shall be the date the complaint is notified by the Provider to the Respondent.

36. The Provider shall immediately notify the Complainant, the Respondent, the Registry Operator and ICANN of the date of commencement of the administrative proceeding.

### **37. The Response**

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

38. The response shall be submitted in hard copy (with annexes) and in electronic form (without annexes).

39. The response shall:

1. Specifically respond to the statements and allegations contained in the complaint and include any and all bases for the Respondent to

retain registration and use of the disputed domain name(s). This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules;

40. Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;
41. 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;
42. Identify any other proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that is/are the subject of the complaint, including any such proceedings under the [Policy](#);

1. State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(a); and
2. 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 and that the assertions in this Response are warranted under the [Start-up Trademark Opposition Policy](#), the Rules for Start-up Trademark Opposition Policy and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

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

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

- Where, in accordance with Paragraph 4(1)(ii) of the Policy, a subsequent challenge has been brought in respect of a domain name registration, a Respondent that has already submitted a response, shall be entitled to rely on such response and, subject to the time limits specified in Paragraph 5(a), to supplement any previously submitted response.

#### **44. Appointment of the Panel and Timing of Decision**

- Each Provider shall maintain and publish a publicly available list of

panelists and their qualifications.

45. The Provider shall appoint a single Panelist from its published list, taking into consideration such factors as the nationalities of the parties and the circumstances of the dispute.

46. Once the Panel is appointed, the Provider shall notify the Parties of the Panelist appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

#### **47. Impartiality and Independence**

The 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 in accordance with Paragraph 6.

#### **48. 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.

#### **49. Transmission of the File to the Panel**

The Provider shall forward the case file as soon as the Administrative Panel is appointed.

#### **50. General Powers of the Panel**

- The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the [Policy](#) and the Rules.

51. 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.

52. 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 the Rules or by the Panel.

53. The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

54. A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the [Policy](#) and the Rules.

## **55. Language of Proceedings**

- 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 Provider or the Panel, as the case may be, to determine otherwise, having regard to the circumstances of the administrative proceeding.
- 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.

## **56. 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.

## **57. 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.

## **58. Default**

- In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by the Rules or the Panel, the Panel shall proceed to a decision on the complaint.
- If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, the Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

## **59. Panel Decisions**

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

60. 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 of the Panelist.

61. 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 an attempt at Reverse Domain Name Hijacking the

Panel shall state its findings to this effect in its decision.

- **Multiple Challenges.** In the event that there are multiple Claimants, each Panel shall specify in its decision whether any subsequent challenges against the domain name(s) that is/are the subject of the Panel's decision shall be permitted by using the following criteria:

1. In the event that the Complainant demonstrates that:

1. it has legitimate rights to the domain name,
2. the Registrant has no legitimate rights, and
3. the Registrant registered the domain name in bad faith or used the domain name in bad faith,

and the Respondent fails to demonstrate that it has legitimate rights to the domain name, the Panel will find in favor of the Complainant, award the domain name to the Complainant, and decide that no subsequent challenges under this Policy against the domain name(s) that is/are the subject of the Panel's decision shall be permitted.

2. In the event that the Respondent demonstrates that it has legitimate rights to the domain name, the Panel will dismiss the complaint, and decide that no subsequent challenges under this Policy against the domain name(s) that is/are the subject of the Panel's decision shall be permitted.

3. In the event that the Respondent does not, or is unable to, demonstrate legitimate rights to the domain name(s), and the Complainant is unable to demonstrate either (a) it has legitimate rights, or (b) the domain name(s) was/were registered in bad faith, the Panel will dismiss the complaint, and decide that subsequent challenges under this Policy against the domain name(s) that is/are subject of the Panel's decision shall be permitted. Such challenges under this Policy, however, may not be brought by, or on behalf of, the same Complainant.

## **62. Communication of Decision to Parties**

- Within three (3) business days (as observed at the Provider's principal place of business) after receiving the decision from the Panel, the Provider shall endeavor to communicate the full text of the decision to each Party, the Registry Operator and ICANN.

63. In the event of a determination in favor of the Complainant, the Registry Operator shall immediately communicate to each Party the date for the implementation of the decision in accordance with the [Policy](#) and any action required by the Parties in connection therewith.

64. Except if the Panel determines otherwise, 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 shall be published.

- In the event of multiple Complainants, the Registry shall be responsible for communicating the Panel's decision to all Complainants, including specifying whether a further challenge has been authorized by the Panel.

#### **65. Settlement or Other Grounds for Termination**

- Settlements between Complainants and Respondents shall only be allowed if the domain name registration that is subject to the Policy has no other pending or prospective challenges pursuant to the Policy.
- If the conditions in paragraph (a) above are present, and the Complainant notifies the Provider or the Panel that the Parties have agreed on a settlement, the Provider or the Panel, as the case may be, shall suspend or terminate the administrative proceeding.
- If, it becomes unnecessary or impossible to continue the administrative proceeding for any other reason, the Provider or Panel, as the case may be, shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Provider or Panel.

#### **66. Fees**

- 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.

67. The Provider shall be under no obligation to take any action on a complaint until it has received from the Complainant the initial fee in accordance with Paragraph 18(a).

68. If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the Provider shall have the discretion to terminate the administrative proceeding and the Complainant shall be deemed to have forfeited its right to challenge the domain name registration pursuant to the [Policy](#).

- In exceptional circumstances, the Provider shall be entitled to request payment of additional fees.

#### **69. 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 the [Policy](#) and the Rules.

#### **70. 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.

[Please note, dates are subject to change.]