

# SUNRISE DISPUTE RESOLUTION POLICY (“SDRP”)

## Version 1.0

The outcome of any Sunrise Auction is final. However, if you have a complaint during or after the Sunrise Registration period or during or after the Sunrise Auction period which falls within one of the grounds set out in this section, the National Arbitration Forum (“NAF”) shall be the sole forum for Sunrise Dispute Resolution. All the [rules of procedure](#) relating to the SDRP are available from the NAF and the disputing parties are expressly subject to those rules.

The only grounds for a claim under SDRP are for Improper Sunrise Registration-of Trademarks<sup>1</sup> and are as follows:

- at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- the domain name is not identical to the mark on which the registrant based its Sunrise Registration<sup>2</sup>;
- the trademark registration on which the registrant based its Sunrise Registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
- the trademark registration on which the domain name registrant based its Sunrise Registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

Parties participating in an auction may bring an SDRP claim prior to the auction if necessary. The Auction will be suspended pending the resolution of the SDRP. Once an auction is concluded, if an SDRP claim is brought and the losing bidder prevails, the auction price to the losing bidder will be the amount of the last bid by that bidder.

If a third party has a complaint about any trademark holder's ability to obtain or maintain the Sunrise Registration, based on the criteria set forth above, such claims shall be brought within 120 days after the close of the Sunrise Registration period.

**Any other matters arising out of the Sunrise Auction must be settled in an appropriate international forum. The affected party must bring the relevant claim. The Registry Operator will act in accordance with appropriate notice of any binding court order or arbitration award.**

**Regardless of anything to the contrary stated in this policy, the Registry reserves the right to put a hold on any domain name pending final dispute resolution and/or to seek legal advice on the enforceability of any court order and has the right to require the serving party to take additional steps before the Registry will comply with any order or award.**

<sup>1</sup> Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the sunrise period.

<sup>2</sup> For the purposes of analysis of this element, neither the gTLD itself, nor the “dot,” shall be considered.

## **RULES OF PROCEDURE FOR REGISTRY OPERATOR SUNRISE DISPUTE RESOLUTION POLICY ("SDRP")**

The Rules of Procedure for the SDRP comprise the National Arbitration Forum Policy ("Forum Policy") and Rules of the Forum. Where there is a conflict between the SDRP and the Forum Policy or Rules of the Forum, the provisions of the SDRP shall prevail. By initiating a complaint under the SDRP you agree to be bound by the Forum Policy and Rules of the Forum.

### **Forum Policy**

This Forum Policy and [Rules of the Forum](#) are incorporated by reference into the [SDRP](#).

A complaint under the SDRP may be filed against a domain name registered during the Registry Operator's sunrise period for a particular TLD, until 120 days after that sunrise period ends. The provider for SDRP disputes is the National Arbitration Forum (<http://domains.adrforum.com>) ("Forum" or "Provider").

### **1. Purpose**

Domain names can be registered by third parties or reserved by the Registry Operator. This Forum Policy describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered in violation of the Registry Operator's SDRP criteria. The SDRP will not be applied to Registry Operator reserved names in the TLD.

### **2. Applicable Disputes**

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that a registration made during the Registry Operator's Sunrise period ("**Sunrise Registration**") was improper under one or more of the following criteria.

#### **a. Improper Sunrise Registration Trademarks<sup>1</sup>**

A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the SDRP. The complaint must prove one or more of the following elements:

- i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- ii. the domain name is not identical to the mark on which the registrant based its Sunrise Registration;<sup>2</sup>

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<sup>1</sup> Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013, Article 2.3.6 and Article 2.3.1.4. The NAF does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry Operator's registration and allocation of domain names during the sunrise period.

<sup>2</sup> For the purposes of analysis of this element, neither the gTLD itself, nor the ".dot," shall be considered.

- iii. the trademark registration on which the registrant based its Sunrise Registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
- iv. the trademark registration on which the domain name registrant based its Sunrise Registration did not issue on or before the date specified by the Registry Operator in its Sunrise Criteria, if one was specified.

### **3. Evidence and Defenses**

#### **a. Evidence**

Panelists will review the Registry Operator Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the complaint, as applicable, in making its decision.

#### **b. Defenses**

Harmless error. A Respondent may produce evidence to show that, although the Sunrise Registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the Sunrise Registration was applied for and, thus, the registration would have been granted.

### **4. Remedies**

The remedies available to a complainant for a proceeding under the SDRP shall be limited to:

#### **a. Improper Sunrise Registration**

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a complaint filed under the Forum Policy 2(a) shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the complainant independently qualifies to register the domain name, either as a regular or defensive/blocking registrant, such application may be made to the Registry Operator, or registrar, as applicable.

### **5. Procedure**

#### **a. Dispute Resolution Provider / Selection of Procedure**

A complaint under the SDRP shall be submitted directly to the Provider. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules of the Forum setting forth a fee schedule and other technical and process requirements for handling a dispute under the SDRP. The proceedings under the SDRP will be conducted according to the Forum Policy and the applicable Rules of the Forum.

#### **b. Registry Operator's or Registrar's Involvement**

Neither the Registry Operator nor registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry Operator nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or

another registrar during the course of a proceeding.<sup>3</sup> In the case of a claim under SDRP 2(c), the Registry Operator will prevent other parties from registering the unregistered domain name at issue until a decision is reached. The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar's publicly available WHOIS database record for the relevant registrant. The Registry Operator and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their WHOIS databases.

#### **c. Parties**

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under the SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this Forum Policy. In all cases, the burden of proof shall be on the Complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry Operator of any decision made by a Panelist.

#### **d. Decisions**

- (i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;
- (ii) the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained;
- (iii) decisions made under these SDRP proceedings will be publicly published by the Forum on its website; and
- (iv) decisions made under the SDRP proceedings will be binding on the Registry Operator, subject to paragraph e. of this section apply.

#### **e. Implementation of a Lock and the Decision**

If a Panelist's decision requires a change to the status of a registered domain name, the Registry Operator<sup>4</sup> will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry Operator (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry Operator receives (i) evidence satisfactory to the Registry Operator of an agreed resolution between the parties; (ii) evidence satisfactory to Registry Operator that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

**f. Representations and Warranties** Parties to a dispute under the SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

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<sup>3</sup> A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

<sup>4</sup> A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

## **6. Maintaining the Status Quo**

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

**7. Indemnification / Hold Harmless** The parties shall hold the registrar, the Registry Operator, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry Operator, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry Operator, the Forum, or the Panelist in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry Operator, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under the SDRP. Neither the registrar, the Registry Operator, Forum, the Panelist and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under the SDRP or the corresponding Forum Policy or Rules of the Forum. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

**8. Relation To Other Dispute Resolution Policies** The SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension System (“URS”) and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry Operator.

**9. Effect of Other Proceedings** ANY PROCEEDING UNDER THE SDRP SHALL NOT PREVENT EITHER PARTY FROM SUBMITTING A DISPUTE CONCERNING THE REGISTERED DOMAIN NAME IN THE TLD TO CONCURRENT ADMINISTRATIVE PROCEEDINGS OR TO A COURT OF COMPETENT JURISDICTION FOR INDEPENDENT RESOLUTION DURING A PENDING SDRP ADMINISTRATIVE PROCEEDING OR AFTER SUCH PROCEEDING IS CONCLUDED. UPON NOTICE OF SUCH OTHER PROCEEDING, THE SDRP PROCEEDING MAY BE TERMINATED (IN THE SOLE DISCRETION OF THE PANELIST) IN DEFERENCE TO THE OUTCOME OF SUCH OTHER PROCEEDING.

**10. SDRP Modifications** The Forum reserves the right to modify the Forum Policy at any time subject to the terms of its MoU with the Registry Operator and relevant ICANN policies and procedures. Such revised Forum Policy shall be posted on the Forum's official website at least thirty (30) calendar days before it becomes effective;<sup>5</sup> unless the Policy has already been invoked by the submission of a complaint, in which event the version of the Policy (and for the avoidance of doubt, the Rules of the Forum) in effect at the time it was invoked will apply until the dispute is concluded. In the event that a registrant objects to a change in the SDRP, the sole remedy is to cancel the registration, provided that the registrant will not be entitled to a refund of any fees paid in connection with such registration.

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<sup>5</sup> The Forum may correct typographical errors without notice.

## Rules of the Forum

### 1. Definitions

In this section the following definitions apply:

- (a) **Policy** means the National Arbitration Forum Sunrise Dispute Resolution Policy.
- (b) **Rules** means these rules.
- (c) **Forum** and **Provider** both refer to the National Arbitration Forum.
- (d) **Respondent** means the holder of a domain name against which a complaint is initiated as published in the Registrar's WHOIS database for the domain name. An SDRP case may be filed against domain names held, or alleged to be held, by a single Respondent. Where the WHOIS database reflects a privacy or proxy service, see Rule 6.
- (e) **Complainant** means the single person or entity, or multiple legally related or affiliated persons or entities, bringing the claim against the disputed domain name(s).
- (f) **Party** means a Respondent or Complainant.
- (g) **Panelist** means the person appointed by the Forum to adjudicate the dispute.
- (h) **Registry Operator** refers to the sponsoring registry for the disputed domain name(s).
- (i) In these Rules or in a Forum or Panelist Order, documents are deemed **Submitted** when received by the Forum's e-mail server or, if transmitted via the Portal, when the submission process is complete and a confirmation screen is received.
- (j) **Days and Deadlines**

**Business Days** means that only the days Monday- Friday, inclusive, shall be counted in determining all deadlines and due dates. For Registry Operator actions to be completed within a number of Business Days, the calculation is based on Business Days in the location of the Registry Operator.

#### **Exceptions-Deadlines**

- (i) In no event shall a United States federal holiday, as defined by 5 U.S.C. §6103, be counted as a Business Day.
- (ii) In the event that a Business Day deadline falls on a United States federal holiday, as defined by 5 U.S.C. §6103, the deadline shall be extended to the following Business Day.

**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:*

- (1) 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.
- (2) 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 Policy and the Rules in effect at the time a complaint is Submitted. The Rules may be amended by the Forum in its sole discretion.

## 3. Communications

(a) When forwarding a complaint electronically to the Respondent, it shall be the Provider's responsibility to:

(i) send written notice of the complaint, including the deadline for responding and links for accessing the Policy and Rules, as well as means of contacting the Provider, in electronic form to:

(1) the e-mail addresses for the registrant, including technical, administrative, and billing contacts, as listed in the publicly available WHOIS;

(2) any e-mail addresses for the registrant, including technical, administrative, and billing contacts, provided by the Registry Operator or registrar to the Provider;

(3) any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant under Rule 4;

(4) the registrar; and

(5) the Registry Operator

and either

(ii) send the complaint, including any annexes, to the e-mail addresses specified in Rule 3(a)(i)(1-3);

or

(iii) provide the complaint, including any annexes, via an online portal, in which case the link and instructions for use shall accompany the notice in Rule 3(a)(i)(1-3).

(b) Any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet, through e-mail or an online portal (a record of the transmissions being available).

(c) Communications shall be made in English.

(d) Either Party may update its contact details by notifying the Provider.

- (e) Once the case is commenced per Rule 5, any communication by
  - (i) a Panelist to any Party shall be sent by the Provider and copied to all Parties;
  - (ii) the Provider to any Party shall be copied to the other Party; and
  - (iii) a Party shall be copied to the other Party and the Provider, as the case may be.
- (f) The parties may communicate with the Forum case coordinator assigned to their proceeding by phone or e-mail.
- (g) Any request by a party for any type of action by the Forum or Panelist must be communicated in writing to the Forum and the opposing party(s).
- (h) No party may directly communicate with a Panelist.
- (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 Provider of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panelist (or the Provider).

#### **4. The complaint**

- (a) Any person or entity may initiate an administrative proceeding by submitting a complaint, in English, in accordance with the Policy and these Rules.
- (b) The complaint, including any annexes, shall be submitted 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 the preferred e-mail address(es) the Complainant wishes the Provider and Respondent to use for case-related communication;
  - (iv) 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 Rule 3(a);
  - (v) Specify the domain name(s) that is/are the subject of the complaint (see limitations in Rule 4(c));
  - (vi) Identify the registrar with whom the domain name is registered at the time the complaint is filed;



(vii) Provide a statement of the grounds upon which the complaint is based setting forth facts showing the Complainant is entitled to relief under Policy Para. 2. (The description should discuss all aspects of Policy Para. 2 that are applicable to the claim.)

(viii) Specify, in accordance with the Policy Para. 4, the remedies sought;

(ix) 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;

(x) Conclude with the following statement followed by the signature (in any electronic format) 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 Operator administrator, and (d) the Registry Operator, 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

(xi) Annex any documentary or other evidence, together with a schedule indexing such evidence. See Policy Para. 3 for required evidence.

(c) The complaint may relate to more than one domain name, provided the following apply:

- (i) The domain names are registered in the same TLD
- (ii) The domain names were registered by, and are still held by, the same Sunrise registrant; and
- (iii) The evidence needed to support the Policy Para. 2 allegations applies to all of the disputed domain names.

(d) The complaint must be accompanied by the appropriate fee as listed in Rule 19.

(e) The complaint must be filed by the deadline provided in the SDRP for the TLD at issue.

(e) The complaint may not exceed ten (10) pages.

(f) The complaint must be sent to the Forum by e-mail ([domaindispute@adrforum.com](mailto:domaindispute@adrforum.com)) or filed online through the Forum's online filing platform at <http://domains.adrforum.com>, if available.

- (i) The complaint (as required by Rule 3(b)(i)-(x)) must be a separate file (file must not include Annexes from Rule 3(b)(xi)).
- (ii) All documents must be in a format as specified in Annex A to these Rules, unless approved by the Forum in advance.

- (iii) Individual files must not exceed the file size restrictions as set forth in Annex A to these Rules unless approved by the Forum in advance. The Annexes may be divided into multiple files as needed.
- (iv) No individual email, including attachments, may exceed the email size restrictions set forth in Annex A to these Rules unless approved by the Forum in advance. Multiple emails may be used to transmit a single set of complaint documents; the subject line of each email relating to a single complaint must reference the fact that multiple emails have been sent (refer to Annex A for suggested wording)
- (v) The Forum may rename electronic files compatible with internal naming conventions, for ease of internal and Panelist use.

(g) Multiple Respondents and WHOIS Privacy.

- (i) A complaint shall be filed against a single Respondent. If complainant alleges that multiple domain names are actually held by the same Respondent, such an allegation and corresponding evidence must be supplied with the complaint or amended complaint.
- (ii) Where, at filing, the WHOIS record for the registration of one or more domain names at issue reflects a privacy or proxy service, the Registry Operator will have an opportunity during the request for a lock (Rule 5(a)) to notify the Forum of the underlying Registrant and/or to update the WHOIS record. The complainant will be notified of the option to split the complaint into multiple filings, or to make a multiple respondent argument per Rule 4(g)(i).

## **5. Locking the Domain Name, Administrative Review and Notification of Complaint**

(a) The Provider shall request the Registry Operator to lock the domain name and maintain the status quo, per Policy Para. 5, within one (1) Business Day of the receipt of the complainant's filing fee (see Rule 19). The Registry Operator may notify the Provider of any underlying registrant information if a privacy or proxy service is involved. The Registry Operator shall respond to the Provider's request, confirming the lock and providing any underlying Registrant contact information, within two (2) Business Days.

(b) The Provider shall review the complaint for administrative compliance with the Policy and these Rules within two (2) Business Days from receipt of the confirmation from the Registry Operator. If the Provider finds the complaint to be administratively 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 withdrawn without prejudice to submission of a different complaint by Complainant.

(c) Once the complaint is compliant, the Provider shall provide the complaint, including any annexes, electronically to the Respondent and shall send written notice of the complaint to the Respondent, in the manner prescribed by Rule 3(a), within three (3) Calendar days.

(d) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Rule 3(a) in connection with sending the complaint to the Respondent.

(e) The Provider shall immediately notify the Complainant, the Respondent, the applicable registrar(s), and the Registry Operator of the date of commencement of the administrative proceeding.

## 6. The Response

(a) Within fourteen (14) Calendar days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider, with a copy to the Complainant, at the email address specified in Rule 4(b), in English.

(b) The response, including any annexes, shall be submitted 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;

(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 the preferred e-mail address(es) the Respondent wishes the Provider and Complainant to use for case-related communication;

(iv) 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;

(v) Conclude with the following statement followed by the signature (in any electronic format) 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

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

(c) 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.

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

(e) The response may not exceed ten (10) pages.

(f) The method used by the Forum to communicate to the Respondent will be:

- (i) the e-mail address listed in the registrar's WHOIS at the time the complaint is filed; or
- (ii) the e-mail address(es) provided by Respondent to the Forum.

(g) The response must be sent to the Forum by e-mail ([domaindispute@adrforum.com](mailto:domaindispute@adrforum.com)) or filed online through the Forum's online filing platform at <http://domains.adrforum.com>.

- (i) The response (see sub-paragraph (b) above) must be a separate file (file must not include Annexes);
- (ii) All documents must be in a format as specified in Annex A to these Rules, unless approved by the Forum in advance;
- (iii) Individual files must not exceed the file size restrictions as set forth in Annex A to these Rules unless approved by the Forum in advance. The Annexes may be divided into multiple files as needed;
- (iv) No individual email, including attachments, may exceed the email size restrictions set forth in Annex A to these Rules unless approved by the Forum in advance; multiple emails may be used to transmit a single set of Response documents; and
- (v) The Forum may rename electronic files compatible with internal naming conventions, for ease of internal and Panelist use.

## 7. Extensions and Stays

### (a) Extensions for Filing a Response

- (i) Rule 6(c) 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 electronically Submitted in writing to the Forum (or via the Forum's portal), copying the other party, within the time for the Response to be Submitted;
  - 2. state the exceptional circumstances warranting the request for an extension;
  - 3. state the length of the extension being requested (no more than twenty (20) additional Calendar Days); and
  - 4. be Submitted with an extension fee (see Rule 19 regarding fees).
- (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 Rule 7(a) have not been performed.

(b) Stays of the Administrative Proceeding

- (i) Parties may jointly request a stay for a one-time period of forty-five (45) Calendar Days, provided that both Parties have agreed to the stay in writing and that the Parties electronically Submit the signed agreement to the Forum (a submission via the Forum's portal, if available, will be accepted); an electronic signature (refer to Annex A) will be accepted. This request may be granted at the discretion of the Forum. A Model Form is available on the Forum's website: <http://domains.adrforum.com>; and

Prior to expiration of the Stay, at least one party must request in writing (or via the Forum's portal) that the case be reinstated. Absent this written request, the Forum will automatically dismiss the case without prejudice.

**8. Withdrawal**

(a) Prior to Commencement

- (i) Before the five (5) Calendar Day deficiency period described in Rule 5(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. An electronic signature (refer to Annex A) will be accepted. 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 Rule 8(a)(i), within thirty (30) Calendar Days, provided the deadline for filing an SDRP Complaint for the TLD at issue has not expired. A re-initiation fee of one hundred dollars (\$100 USD) must accompany the request to re-initiate the proceeding; and
- (iii) If the complaint was withdrawn pursuant to Rule 8(a)(i) and if the Complainant does not re-initiate the complaint at the end of thirty (30) Days, a subsequent complaint will be treated as a new complaint and must be accompanied by payment of the appropriate fees.

(b) After Commencement:

- (i) After commencement, but before the Forum has received a Response that complies with Rule 6, the complaint may be withdrawn by the

Complainant. The withdrawal request must be Submitted to the Forum in writing and signed by the Complainant; an electronic signature (refer to Annex A) will be accepted. A complaint dismissed by the Forum pursuant to Rule 8(b)(i) will be dismissed without prejudice unless the Complainant requests a dismissal with prejudice in the initial request; and

- (ii) At any time before a decision is published, the complaint may be withdrawn pursuant to a joint request made by both parties. The withdrawal request must be Submitted to the Forum in writing and signed by both Parties; electronic signatures (refer to Annex A) will be accepted. A complaint dismissed by the Forum pursuant to Rule 8(b)(ii) will be dismissed with prejudice unless the parties stipulate the dismissal will be without prejudice.

- (c) The complaint cannot be withdrawn after a Panelist decision is communicated to the Parties, the Registry Operator, and the Registrar.

**9. 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 Rule 9(a) must:

- (i) be timely received by the Forum;
- (ii) not exceed five (5) pages;
- (iii) be accompanied by an additional submission fee (see Fee Table in Rule 19)
- (iv) copy the opposing party(s) (or be Submitted via the Forum's portal); and
- (v) be Submitted electronically to the case coordinator and/or to [domaindispute@adrforum.com](mailto:domaindispute@adrforum.com) or uploaded through the Forum's online portal.

- (c) The party(s) not filing the original additional submission under 9(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 Rule 9(c) must:

- (i) be timely received by the Forum;

- (ii) not exceed five (5) pages;
  - (iii) copy the opposing party(s) (or be Submitted via the Forum's portal; and
  - (iv) be Submitted electronically to the case coordinator and/or to domaindispute@adrforum.com.
- (e) Each party is limited to one additional submission under either 9(a) or 9(c), but not both.
- (f) Additional submissions must not amend the complaint or response.

#### **10. The Record of the Administrative Proceeding.**

The complaint (Rule 4), response (Rule 6), and additional written statements and documents (Rule 9) constitute the complete record to be considered by the Panelist.

#### **11. Appointment of the Panelist**

(a) The Forum shall appoint a single Panelist within five (5) Calendar days of whichever is later:

- (i) the Response period under Rule 6 elapses without a Response;
- (ii) the receipt of a Response under Rule 6; or
- (iii) any Additional Submission compliant with Rule 9.

(b) The Forum shall 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 and will notify the Parties of the name of the Panelist assigned and the date on which a decision, absent exceptional circumstances, is expected.

#### **12. Impartiality and Independence**

(a) 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.

(b) All Forum Panelists will take an oath to be neutral and independent.

(c) 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.

(d) A party may challenge the selection of an 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.

(e) A request to challenge must be filed in writing with the National Arbitration Forum within two (2) Business Days of the date of receipt of the notice of the selection.

(f) 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. A Forum ruling on Panelist disqualification is final.

(g) No Party or anyone acting on its behalf may have any unilateral communication with the Panelist. All communications between a Party and the Panelist or the Provider shall be made to a case coordinator appointed by the Forum.

### **13. General Powers of the Panelist**

(a) The Panelist 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 Panelist shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

(c) The Panelist 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 Panelist.



(d) The Panelist shall determine the admissibility, relevance, materiality and weight of the evidence.

#### **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 Panelist, the Panelist 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 Panelist, the Panelist shall draw such inferences therefrom as it considers appropriate.

#### **15. Panelist Decisions**

(a) A Panelist 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 Panelist shall forward its decision on the complaint to the Provider within five (5) Business Days of its appointment pursuant to Rule 11.

(c) The Panelist's decision shall be in writing, provide the reasons on which it is based (in summary format, if preferred, under Policy Para. 5(d)), indicate the date on which it was rendered and identify the name of the Panelist.

(d) If the Panelist concludes that the dispute is not within the scope of one of the causes of action listed in Policy Para. 2, it shall so state.

(e) Panelist decisions will be of a length that the Panelist deems appropriate.

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

Within three (3) Calendar days after receiving the decision from the Panelist, the Provider shall communicate the full text of the decision to each Party, the applicable registrar, and the Registry Operator. The Decision will be published on the Provider's website.

#### **17. Correction of Clerical Mistakes**

Clerical mistakes or clerical errors in the Panelist's decision arising from oversight or omission by the Panelist may be corrected by the Forum.

#### **18. Conclusion of the Proceedings.**

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

#### **19. Fees (U.S. Dollars)**

(a)

| Fee Type                           | Amount   | Paid by                |
|------------------------------------|----------|------------------------|
| Filing Fee (Rule 4)                |          | Complainant            |
| • 1-2 Domain Names                 | \$850.00 |                        |
| • Each Additional Domain Name      | \$100    |                        |
| Extension Fee (Rule 7(a))          | \$50     | Respondent             |
| Additional Submission Fee (Rule 9) | \$200    | First submitting party |
| Re-initiation Fee (Rule 8)         | \$100    | Complainant            |

(b) No action shall be taken on a complaint until the Forum has received from Complainant the initial fee.

(c) If any request is submitted without the required fee, the request shall be considered incomplete.

(d) If the Forum has not received the filing fee within five (5) Calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(e) Fees to be paid to the Forum as provided in these Rules must be paid in U.S. Dollars and are non-refundable.

(f) Payment shall be made in one of the following forms:

- (i) Credit card (via email or the Forum's secure, online filing platform);
- (ii) Certified check; or
- (iii) Personal/business check.

(g) 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 fifty (\$50) for each cancelled, stopped, returned or dishonored payment.

## 20. Settlement or Other Grounds for Termination

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

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

## 21. 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 Panelist shall have the discretion to decide whether to suspend or terminate the administrative proceeding.

(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 Panelist and the Provider.

## **22. Exclusion of Liability**

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

## **23. 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.

## **24. Effective Date**

These Rules apply to all cases filed on or after March 1, 2014.

## ANNEX A TO PROVIDER'S RULES

The purpose of this annex is to define technical requirements for electronic submissions.

### 1. Types of Files Supported

The National Arbitration Forum will accept files having the following extensions. If you have a file in a format not specified, you must have advance permission from the National Arbitration Forum or your submission may be rejected.

- (a) .pdf (preferred)
- (b) .doc [Microsoft Word document]
- (c) .rtf
- (d) .jpg
- (e) .tiff
- (f) .xls [Microsoft Excel spreadsheet]
- (g) .htm/.html
- (h) .smd (Trademark Clearinghouse Signed Mark Data files)

### 2. File Size Restrictions

- (a) No individual file may exceed 10 MB; a preferred file size limitation is 5 MB.
- (b) No party may submit electronic case documents in excess of 50MB, in the aggregate, per case number, without advance approval from the FORUM (such approval will be limited to very large or complex cases).

### 3. Email Size Restrictions

- (a) No individual email may exceed 10 MB.
- (b) The documents for a single case number may be sent in multiple emails, subject to the limitations in 2(b), above.

## SUGGESTIONS AND REMINDERS

### Multiple Email Suggestions

- (a) The FORUM suggests that each email relating to a single case be notated in the subject line with a single representative domain name by which all of the emails can be linked; if an FA number has already been assigned, the FORUM requests that the parties use that number in the subject line of all correspondence.
- (b) The FORUM suggests that each email relating to a single case bear a notation in the subject line indicating the number of emails in the batch.
- (c) The FORUM suggests that each email relating to a single case indicate what the party is filing.

*Example : SDRP COMPLAINT regarding <domain.com> 1 of 3*

*Example: RESPONDENTS SDRP ADDITIONAL SUBMISSION FA##### 1 of 1*

### Electronic Signatures

The UDRP permits "any electronic signature." The Forum recommends the following:

- (a) A scanned signature inserted into the appropriate place in a document.
- (b) The use of /s/ to indicate an electronic signature (i.e. /s/ John Doe)

The National Arbitration Forum does not accept links to files located on external servers and is not responsible for gathering electronic files. All files must be sent to the FORUM following the Forum Policy and these Rules.