

# Rules for CentralNic Dispute Resolution Policy

("the Rules")

Administrative proceedings for the resolution of disputes under the CentralNic Dispute Resolution Policy shall be governed by these Rules and also the National Arbitration Forum ("Forum") Supplemental Rules for CentralNic Dispute Resolution Policy.

## 1. Definitions

In these Rules:

**Forum** or **Provider** means the National Arbitration Forum.

**CentralNic** means CentralNic Ltd, 4th Floor, Saddlers House, 44 Gutter Lane, London, EC2V 6BR, United Kingdom.

**CentralNic Mediation** means a mediation concerning a Domain Name registration conducted by CentralNic in accordance with the CentralNic Mediation Rules.

**Complainant** means the party initiating a complaint under the Policy concerning a Domain Name registration.

**Domain Name** means any domain name registered under a sub-domain provided by CentralNic.

**Mutual Jurisdiction** means a court jurisdiction at the location of either (a) the principal office of CentralNic or (b) the Domain Name holder's address as shown for the registration of the Domain Name in CentralNic's Whois database at the time the complaint is submitted to the Forum.

**Panel** means an administrative panel appointed by the Forum to decide a complaint concerning a Domain Name registration.

**Panelist** means an individual appointed by the Forum to be a member of a Panel.

**Party** means a Complainant or a Respondent.

**Policy** means the CentralNic Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

**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 CentralNic or a CentralNic-approved registrar, as the case may be, and a Domain Name holder.

**Respondent** means the holder of a Domain Name registration against which a complaint is submitted.

**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 Forum 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, file size and format modalities, the means for communicating with the Forum and the Panel, and the form of cover sheets.

**Written Notice** means hardcopy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the Respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted the complaint including any annexes to the Respondent by the means specified herein. Written notice does not include a hardcopy of the complaint itself or of any annexes.

## 2. Communications

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

(i) sending Written Notice of the complaint to all postal-mail, facsimile and e-mail addresses shown in the Domain Name's registration data in CentralNic's WhoIs database for the registered Domain Name holder, the technical contact, and the administrative contact and (B) supplied by CentralNic to the Provider for the registration's billing contact; and

(ii) sending the complaint, including any annexes, in electronic form by e-mail to:

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

(B) postmaster@; 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, including any annexes, to any e-mail address the Respondent has notified the Forum it prefers and, to the extent practicable, to all other e-mail addresses provided to the Forum by the Complainant under Paragraph 3(b)(vi).

(b) Except as provided in Paragraph 2(a), any written communication to the Complainant or the Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available), or by any reasonably requested preferred means stated by the Complainant or the Respondent, respectively (see Paragraphs 3(b)(iv) and 5(b)(iii))

(c) Any submission to the Forum or to an Administrative Panel pursuant to these Rules, shall be made by the means and in the manner stated in the Supplemental Rules.

(d) The Forum shall maintain an archive of all communications received or required to be made under the Rules.

- (e) Communications shall be made in the language prescribed in Paragraph 11.
- (f) Either Party may update its contact details by notifying the Forum, CentralNic and the concerned Registrar for the Domain Name(s).
- (g) 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 via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or
  - (ii) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or
  - (iii) if by postal or courier service, on the date marked on the receipt.
- (h) 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(g).
- (i) Any communication by
  - (i) a Panel to any Party shall be copied to the Forum and to the other Party;
  - (ii) the Forum 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 Forum, as the case may be.
- (j) 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. This includes the Forum in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i).
- (k) In the event a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Forum) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Forum).

### 3. The Complaint

- (a) Any person or entity may submit to the Forum a complaint in accordance with the Policy and these Rules provided that the Domain Name(s) that is/are the subject of the complaint has/have been the subject of a CentralNic Mediation between the same parties. If the Domain Name(s) has/have not been the subject of such Mediation, the Forum shall take no further action on the complaint.

A copy of the complaint shall be sent to the Respondent, CentralNic and to the concerned Registrar.

(b) The complaint including any annexes shall be submitted in electronic form to [domaindispute@adrforum.com](mailto:domaindispute@adrforum.com) or via the Forum's online filing portal and shall:

- (i) Request that the complaint be submitted for decision in accordance with the Policy and these Rules;
- (ii) State that a CentralNic Mediation has been conducted pursuant to the CentralNic Mediation Rules regarding the Domain Name(s) that is/are the subject of the complaint, and that this Mediation has terminated;
- (iii) 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;
- (iv) 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 (where applicable);
- (v) Designate whether the Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event the Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the panelists in the order of the Complainant's preference (these candidates must be drawn from the Forum's list of panelists);
- (vi) 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 the Complainant regarding how to contact the Respondent or any representative of the Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Forum to send the complaint as described in Paragraph 2(a);
- (vii) Specify the Domain Name(s) that is/are the subject of the complaint;
- (viii) Identify the Registrar(s) with whom the Domain Name(s) is/are registered at the time the complaint is filed;
- (ix) 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 with which it intends, at the time the complaint is submitted, to use the mark in the future);
- (x) 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 or 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.

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

(xii) In addition to Paragraph 3(b)(ii), identify any other legal 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;

(xiii) State that a copy of the complaint, together with the Complaint Transmittal Coversheet as specified in the Supplemental Rules, has been sent or transmitted to the Respondent (Domain Name holder) in accordance with Paragraph 2(b), CentralNic and to the concerned Registrar;

(xiv) Identify the Mutual Jurisdiction (as defined in Paragraph 1) to which the Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the Domain Name, as follows:

"The Complainant hereby submits to the Mutual Jurisdiction of [identify precisely the court jurisdiction], for the purposes of any challenges to a decision in the administrative proceeding canceling or transferring the Domain Name."

(xv) 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 Forum and panelists, except in the case of deliberate wrongdoing, (b) CentralNic; as well as their directors, officers, employees, and agents, and (c) the concerned Registrar(s)."

"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

(xvi) Annex any documentary or other evidence, including 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, and provided that the conditions in Paragraph 3(a) have been met.

#### 4. Notification of Complaint

(a) The Forum shall:

- (i) confirm with CentralNic that a CentralNic Mediation has been conducted between the Parties concerning the Domain Name(s) that is/are the subject of the administrative proceeding, and that the Mediation has terminated;
- (ii) review the complaint for formal compliance with the Policy, these Rules and the Supplemental Rules.

If the complaint is found to be in compliance with the above requirements, the Forum shall forward it, including any annexes, electronically to the Respondent and shall send Written Notice of the complaint to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) business days (as observed at the Forum's principal place of business) following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

(b) If the Forum 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 the submission of a different complaint by the Complainant.

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

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

## 5. The Response

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

(b) The response, including any annexes, shall be submitted in electronic form to [domaindispute@adrforum.com](mailto:domaindispute@adrforum.com) or via the Forum's online filing portal 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 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 (where applicable);

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

(v) If either the Complainant or the Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the panelists in the order of the Respondent's preference (these candidates must be drawn from the Forum'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 including any annexes 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 (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

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

(c) If the Complainant has elected to have the dispute decided by a single-member Panel and the Respondent elects a three-member Panel, the Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the Forum's Schedule of Fees. This payment shall be made at the same time as the response is submitted to the Forum. In the event that the required payment is not so made, the dispute shall be decided by a single-member Panel.

(d) At the request of the Respondent, the Forum 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 Forum.

(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) The Forum 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)(v) and 5(b)(iv)), the Forum shall endeavor to appoint within five (5) business days (as observed at the Forum's principal place of business) following receipt of the response



by the Forum 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 Forum shall appoint three panelists in accordance with the procedures identified in this Paragraph. 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 Forum, 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 in the order of its preference (these candidates must be drawn from the Forum's list of panelists).

(e) In the event that the Complainant has, in the complaint, elected to have the dispute decided by a three-member Panel, and the Respondent fails to submit a response pursuant to Paragraph 5, the Complainant may elect instead to have the dispute decided by a single-member Panel.

(f) In the event that either the Complainant or the Respondent elects a three-member Panel, the Forum shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In appointing the Panelist, the Forum shall, subject to availability, respect the order of preference indicated by a Party. In the event the Forum is unable within five (5) business days (as observed at the Forum's principal place of business) to secure the appointment of a Panelist from either Party's list of candidates, the Forum may make that appointment from its list of panelists.

(g) The third Panelist, who shall be the Presiding Panelist, shall be appointed by the Forum from a list of five (5) candidates submitted by the Forum to the Parties in the manner specified in the Forum's Supplemental Rules.

(h) Where the Respondent does not submit a response or does not submit the payment as provided in Paragraph 5(c), the Forum shall appoint the Panel as follows:

(i) If the Complainant has elected a single-member Panel, the Forum shall appoint the Panelist from its published list;

(ii) If the Complainant has elected a three-member Panel, the Forum shall, subject to availability, appoint one Panelist from the names submitted by the Complainant and shall appoint the second Panelist and the Presiding Panelist from its published list.

(i) Once the entire Panel is appointed, the Forum 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 Forum.

## 7. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Forum 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 Forum. In such event, the Forum 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 by a Party to the Panel or to the Forum shall be made to a case administrator appointed by the Forum.

## 9. Transmission of the File to the Panel

The Forum 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, the language of the administrative proceeding shall be English, subject to the authority of the Forum or the Panel, as the case may be, 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, a single-member Panel shall forward its decision on the complaint to the Forum within fourteen (14) calendar 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) There shall be no word limit on Panel decisions and dissenting opinions. 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) business days (as observed at the Forum's principal place of business) after receiving the decision from the Panel, the Forum shall communicate the full text of the decision to each Party, CentralNic and the concerned Registrar(s). In the event of a determination in favor of the Complainant, CentralNic 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.

(b) Except if the Panel determines otherwise (see Paragraph 4(j) of the Policy), the Forum shall publish the full decision on its 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, during an administrative proceeding initiated pursuant to Paragraph 3, the Complainant notifies the Forum or the Panel that the Parties have agreed on a settlement, the Forum or the Panel, as the case may be, shall suspend or 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 other reason, the Forum or the 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 Forum or 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 Forum. See Paragraph 8 above.

## 19. Fees

(a) The Complainant shall pay to the Forum an initial fixed fee, as set out in the Forum's Schedule of Fees, 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 Forum 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 Forum's fees, except as prescribed under Paragraph 19(d).

(b) The Forum 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 19(a).

(c) If the Forum has not received the fee within ten (10) calendar days of receiving the complaint, the Forum shall have the discretion to terminate the administrative proceeding.

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

(e) If the administrative proceeding is terminated prior to the issuance of a Decision under this Policy, no fees will be refunded.

## 20. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Forum 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

CentralNic reserves the right to modify these Rules at any time. CentralNic will post the revised Rules at least thirty (30) calendar days before they become effective. The version of these Rules in effect at the time of the submission of the complaint to the Forum shall apply to the administrative proceeding commenced thereby.