



ASIAN INTERNATIONAL ARBITRATION CENTRE
(Formerly known as KLRCA)

GUIDE TO DOMAIN NAME DISPUTE RESOLUTION

REGIONAL RESOLUTION
GLOBAL SOLUTION

Guide to Domain Name Dispute Resolution



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Abbreviations

AALCO	Asian-African Legal Consultative Organization
ACDR	Arab Center for Domain Name Dispute Resolution
ADNDRC	Asian Domain Name Dispute Resolution Centre
AIAC	Asian International Arbitration Centre
BNNIC	Brunei Darussalam Network Information Center
CAC	Czech Arbitration Court Arbitration Center for Internet Disputes
DNDR	Domain Name Dispute Resolution
ccTLD	Country Code Top-Level Domain
gTLD	Generic Top-Level Domain
SLD	Second-Level Domain
SNDRP	MYNIC's Sensitive Name Dispute Resolution Policy
FORUM	Forum
MYNIC	Malaysian Network Information Centre
MYDRP	MYNIC's Domain Name Dispute Resolution Policy
ICANN	Internet Corporation for Assigned Names and Numbers
UDRP	Uniform Domain-Name Dispute-Resolution Policy
URS	Uniform Rapid Suspension System
WIPO	World Intellectual Property Organization

PART I: INTRODUCTION

The Asian International Arbitration Centre (AIAC) is a not-for-profit, non-governmental international arbitral institution formed pursuant to a host country agreement between Malaysia and the Asian African Legal Consultative Organization (AALCO). It has been accorded independence by the Government of Malaysia for the purposes of executing its functions as an independent organization. Formerly known as the Asian International Arbitration Centre, the AIAC is backed by 40 years of experience in providing local and cross-border dispute resolution.

The Asian Domain Name Dispute Resolution Centre (ADNDRC) is one of the five providers approved by the Internet Corporation for Assigned Names and Numbers (ICANN) to provide Domain Name Dispute Resolution Services, along with the Arab Center for Domain Name Dispute Resolution (ACDR), The Czech Arbitration Court Arbitration Center for Internet Disputes (CAC), Forum (FORUM) and World Intellectual Property Organization (WIPO). Starting January 1, 2018, the AIAC offices in Kuala Lumpur operate as the Secretariat of the ADNDRC for a three-year period. The Director of the AIAC, Datuk Professor Sundra Rajoo now serves as the Chairman of the ADNDRC.

This brochure provides an overview and a practical guide to domain name dispute resolution services at the AIAC. It is aimed at laying out a step-by-step guide to protect your trademark online under mechanisms provided by the ICANN and the Malaysia Network Information Centre (MYNIC). This guide would be useful for business owners operating a website online, dispute resolution practitioners, trademark experts and anyone else interested in finding out more about expeditious resolution of domain name disputes.

For any other information, you may visit the AIAC's website at www.aiac.world or write to us at secretariat@adndrc.org or at adndrc@aiac.world.

DOMAIN NAME DISPUTE RESOLUTION

A domain name is an identification tool that represents an Internet address. It is a human-friendly form of identifying and remembering an IP Address. For example, the IP Address of Facebook is 179.60.194.35, however, its domain name is simply: facebook.com. As domain names are essential identifiers for businesses, the protection of these rights is essential. The domain name system operates on the basis of a hierarchy of names. A domain name has a top-level domain (TLD) and a second-level domain (SLD). For example, in the domain name www.aiac.world, .world is the TLD and aiac is the SLD. The top-level domains are divided into two categories: the generic top-level domains (gTLDs) and the country code top-level domains (ccTLDs). The gTLDs, such as .com, .org, .net, .info, .gov etc. are managed by Registry Operators acting under the authority of the ICANN. The ccTLDs, such as .my (Malaysia), .in (India), .uk (United Kingdom), .sg (Singapore) etc. are administered by the relevant national registration authorities.

The AIAC resolves domain name disputes concerning all gTLDs. Further, it has been appointed by the Malaysian Network Information Centre (MYNIC) for '.my' domain names and the Brunei Darussalam Network Information Center (BNNIC) for '.bn' domain names as the sole DNDR service provider. Based on the choice of remedy that the Complainant is seeking, disputes regarding gTLDs are resolved in accordance with ICANN's Uniform Domain-Name Dispute-Resolution Policy (UDRP) or ICANN's Uniform Rapid Suspension System (URS). Disputes regarding the ccTLD '.my' are resolved in accordance with MYNIC's Domain Name Dispute Resolution Policy (MYDRP) or the .my Domain Registry's Sensitive Name Domain Name Resolution Policy (SNDRP).

How Does a Domain Name Dispute Arise?

There are many ways in which a domain name dispute may arise. A non-exhaustive list of reasons for domain name disputes is:

1. Cybersquatting – Cybersquatting involves the pre-

emptive, bad faith registration of trademarks as domain names by third parties who do not possess rights in such names, often with the motive to later sell the domain name back to the trademark owner.

2. Typosquatting – Typosquatting is a form of cybersquatting; it relies on mistakes such as typos made by Internet users when entering a domain name. For example, macdonalds.com, zaaraa.com etc.
3. Phishing – Prey on human trust and inattention, phishing is the Registering of websites that pretend as trustworthy entities such as banks and well-known e-commerce sites. Internet users are then lured to these fake sites through spam emails, IM messages, and other advertisements, and are tricked into providing sensitive information such as their usernames, passwords, and credit card details. For example, registering yahooindiana.com or servicevolkswagen.com.

The common string that is observed through all of these cases is that the Complainant alleges, *inter alia*, that:

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. 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. The domain name(s) should be considered as having been registered and being used in bad faith.

Additionally, under MYNIC's SNDRP, a Complainant may seek the deletion of a domain name if it is found to be sensitive to the Malaysian public, is obscene/scandalous/offensive to Malaysian public norms or policy etc.

Stakeholders in a Domain Name Dispute Resolution Proceeding?

Dispute Resolution Service Provider: The AIAC

The AIAC's role as a provider is to administer the case, ensuring that the proceeding runs smoothly, fairly and expeditiously. The AIAC provides a turnkey project for DNDR; it verifies that the Complaint satisfies the formal requirements of the Policy (UDRP/URS/MYDRP/SNDRP). In case of the UDRP and URS proceedings, it ensures that the Complaint is in accordance with the UDRP/URS Rules and the ADNDR Supplemental Rules; it coordinates with the concerned Registrar(s) to verify that the named Respondent is the actual Registrant of the domain name(s) in issue; it notifies the Complaint to the Respondent and seeks the interim locking of the domain name; sends out case-related communications; appoints the panel and finally, notifies the decision to the relevant parties. The AIAC is an independent and impartial body providing the facilitation framework for the ease of the parties. It does not itself decide the dispute between the parties. As of 2018, the AIAC has 69 highly qualified and ICANN certified DNDR panellists to decide UDRP and URS proceedings.

As an administrative body, the AIAC may provide guidance on the procedural aspects of the UDRP but does not give legal advice or views about the strengths and weaknesses of a party's case. To this end, the AIAC has undertaken a range of activities and services that include the following:

- ❑ Knowledge sharing and capacity building with experts at the ICANN
- ❑ Empanelling expert adjudicators with technical and legal expertise in the field
- ❑ Extensive online guidance about the UDRP/URS/MYNIC mechanisms
- ❑ Model Complaint and Response forms
- ❑ Online Complaint and Response filing
- ❑ Online case status information

- ❑ Online Index of AIAC Panel Decisions
- ❑ Jurisprudential overview of key issues
- ❑ Multilingual staff with a broad legal background
- ❑ Non-profit fees

Complainant

The Complainant is any person or entity, claiming a trademark right, who initiates a Complaint concerning a domain name registration. Operating the ADNDRC's Kuala Lumpur Offices, the AIAC can entertain Complaints from persons/entities belonging to any jurisdiction in the world.

Respondent

The Respondent is the holder of the domain name registration against which a Complaint is initiated. Under the terms of the domain name registration agreement, which the Respondent entered into with the Registrar, the Respondent must participate in the DNDR proceeding in the event of a dispute over its domain name.

Adjudicating Panel

The provider (AIAC) appoints one or three independent and impartial persons to decide a case. During the proceeding, each party has the opportunity, in the Complaint or the Response, to designate whether it wishes the matter to be decided by a single member or a three-member panel. The panel is independent of the provider, the ICANN and the parties to the dispute.

Prior to their appointment in a DNDR proceeding, panellists are required to undertake to the AIAC the absence of any potential conflict of interest and to disclose any and all facts that should be considered prior to such appointment. The AIAC cautiously empanels and appoints panellists by taking into account the panellist's professional skills, linguistic ability, nationality, geographic location, track record and prior case involvement with parties. To help ensure that decisions

are reasoned, consistent and in a uniform format, the AIAC provides its panellists with a standard decision format, notifications of new decisions, jurisprudential overview of key issues, a searchable Index of AIAC UDRP Panel Decisions, regular panellist meetings and workshops, as well as procedural support upon request.

Registrar

The Registrar is the entity with which the Respondent registered a domain name that is the subject of a Complaint. Every gTLD Registrar must be accredited by ICANN. A condition for ICANN accreditation of a gTLD Registrar is the incorporation of the UDRP into the Registrar's domain name registration agreement. The Registrar of the disputed domain name does not participate in the administration or conduct of a UDRP proceeding and cannot be held liable as a result of any decision rendered by a panel in such a proceeding. The Registrar does, however, play the crucial role of locking the domain name registration pending a UDRP proceeding and implementing any decision rendered by a panel in a UDRP proceeding.

FAQ - How Do I Enrol Myself for Inclusion on the ADNDRC Administrative Panel?

A candidate for inclusion on the ADNDRC Panel is required to complete and submit an Application Form together with a standard CV and a recent photograph.¹ Completed Application Form together with the standard CV and recent photograph are to be submitted to the ADNDRC Panel Selection Committee, c/o Secretary General of the AIAC, electronically by email to secretariat@adndrc.org followed by a copy to the mailing address below:

ADNDRC Panel Selection Committee
c/o Secretary-General
AIAC, Bangunan Sulaiman,
Jalan Sultan Hishamuddin,
50000 Kuala Lumpur, Malaysia

¹ ADNDRC Procedure for Inclusion on the ADNDRC Administrative Panel, ADNDRC Website. May be accessed at: <https://www.adndrc.org>

ADVANTAGES OF DISPUTE RESOLUTION OVER COURT PROCEEDINGS

Time Efficient

Compared to traditional litigation, the DNDR procedures provided by the AIAC are highly time efficient, especially in an international context. A domain name dispute is cleared between 19 and 45 days in the AIAC, depending on the client's choice of mechanism.

Cost Effective

Compared to traditional litigation, DNDR proceedings are highly cost effective. As stipulated by the ICANN and MYNIC, there are no oral hearings in the DNDR process except where the Panel, in exceptional circumstances, decides to hold an oral hearing. This discretion by the Panel is exercised very rarely though. Further, unlike traditional litigation where court fees are generally determined by suit valuation, the AIAC charges a fixed processing fee for every claim that it administers.

Enforceable Decisions

A key advantage of the DNDR procedures is the mandatory implementation of the resulting decisions. Enforcement of a court's decision may especially be cumbersome in cases of gTLDs as the Registrar of the disputed domain name may be situated in another country. In the DNDR process, there are no international enforcement issues as pursuant to their accreditation agreements with the ICANN gTLD Registrars are obliged to take the necessary steps to enforce any decisions obtained from the dispute resolution provider (in this case, the AIAC).

Expert Knowledge

The panellists/decision-makers in DNDR proceedings are usually experts in areas of international trademark law, domain name issues, electronic commerce, the functioning of the Internet and dispute resolution. This puts the parties in a position of comfort, as they are assured that the administrative panel is well aware of the implications of a certain decision in the real-world scenario.

Transparent

The DNDR process is transparent as resolution happens at a neutral forum, strictly on the basis of ICANN or MYNIC policies. Further, the AIAC posts all disputed domain names, case statuses, case statistics and reasoned decisions on its website.

Without Prejudice to Court Adjudication

Though the Registrant is bound to submit to DNDR proceedings if commenced, neither of the parties to the dispute is precluded from invoking a competent court's jurisdiction before or after the proceedings and decision. This is known as 'Mutual Jurisdiction'. Although parties retain this court option, in practice this is a rare occurrence.

MECHANISMS FOR DOMAIN NAME DISPUTE RESOLUTION

The AIAC provides its clients various mechanisms of redress on the basis of remedy sought and ground complained. If a gTLD is in dispute, the Complaint could proceed under the UDRP or the URS, depending on the nature of relief desired. If the dispute concerns the '.my' ccTLD, the Complaint could proceed under the MYDRP or the SNDRP, depending on the grounds for the dispute. The various mechanisms under which redress can be sought in case of a domain name dispute are listed below.

Uniform Domain-Name Dispute-Resolution Policy (UDRP)

Adopted by the ICANN in 1999, the UDRP has a global scope as it is applicable to all gTLDs and certain ccTLDs. It provides holders of trademark with an administrative mechanism for a mandatory expedited proceeding by filing a Complaint with an approved dispute resolution service provider (AIAC).

Uniform Rapid Suspension System (URS)

Introduced by the ICANN in 2013, the URS is applicable to new gTLDs (such as .jio, .xxx, .pro etc.). It provides the Complainant the remedy to seek suspension of the disputed domain name for the balance of its registration

period. It is faster and marginally cheaper than the UDRP procedure, however, it carries a higher burden of proof for Complainants.

MYNIC's Domain Name Dispute Resolution Policy (MYDRP)

Launched in 2003, the MYDRP sets out the terms which govern disputes in relation to '.my' and '.com.my' ccTLDs. It is modelled closely after the UDRP but with minor differences to further ease the DNDR process in Malaysia.

Sensitive Name Dispute Resolution Policy (SNDRP)

Launched by the MYNIC to govern disputes regarding sensitive .my domain names that are found to be sensitive to the Malaysian public, are obscene/scandalous/offensive to Malaysian public norms or policy etc., the SNDRP provides the remedy of deletion of domain name.

The client chooses the mechanism he/she wants to proceed under on the basis of the remedy sought and whether the domain name is a gTLD or a ccTLD.

UDRP	gTLD ccTLD*	The Complainant may seek to cancel/transfer/or otherwise make changes to the disputed gTLD.
URS	gTLD	The Complainant may seek to suspend the disputed gTLD till the expiration of the registration period. It also provides for an appeal procedure.
MYDRP	ccTLD (.my)	The Complainant may seek the transfer or cancellation of the disputed .my domain name.
SNDRP	ccTLD (.my)	The Complainant may only seek the deletion of the Sensitive .my domain name.

*only certain ccTLDs

PART II: UNIFORM DOMAIN-NAME DISPUTE-RESOLUTION POLICY

SCOPE AND APPLICATION OF THE UDRP PROCEEDINGS AT THE AIAC

The UDRP has been adopted by all ICANN-accredited Registrars and been included into their registration agreements for all gTLDs. It sets out the legal framework for the resolution of disputes between a domain name Registrant and a third party (i.e., a party other than the Registrar). Resultantly, all ICANN accredited Registrars that are authorized to register a domain names and all persons wishing to register a domain name agree to abide by the UDRP and implement it for those domains.

FAQs

1. What are the criteria for dispute resolution under the UDRP?

According to Paragraph 4(a) of the UDRP Policy, the UDRP Administrative Procedure is available for disputes concerning an alleged abusive registration of a domain name when it meets the following criteria:

- (i) the domain name registered by the domain name Registrant is identical or confusingly similar to a trademark or service mark in which the Complainant (the person or entity bringing the Complaint) has rights; and
- (ii) the domain name Registrant has no rights or legitimate interests in respect of the domain name in question; and
- (iii) the domain name has been registered and is being used in bad faith

2. Who can file a dispute with the AIAC under the UDRP? Does the Complainant need to be located in Malaysia to file a dispute with the AIAC?

Any person or company in the world, irrespective of where he/she/it is located, can file a domain name Complaint with the AIAC regarding a gTLD using the

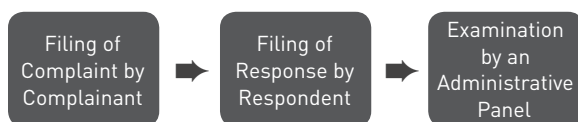
UDRP Procedure. In case of a dispute involving a ccTLD, the UDRP may only be used if the ccTLD registration authority has voluntarily adopted the UDRP.

3. What are the governing rules/laws for a UDRP proceeding?

The Uniform Domain-Name Dispute-Resolution Policy, the UDRP Rules and the ADNDRC Supplementary Rules collectively govern a UDRP proceeding. The UDRP Rules were adopted by the ICANN to give effect to the UDRP Policy and the ADNDRC Rules were adopted by the ADNDRC as the DNDR Service Provider to further supplement the UDRP Policy and the UDRP Rules.

TIMELINE OF UDRP PROCEEDINGS AT THE AIAC

The maximum time it usually takes for a UDRP proceeding to conclude at the AIAC is 45 days. A proceeding is divided into **three stages**:



Stage 1 (Days 1 – 3)

The Complainant files a standardized Complaint Form with the Dispute Resolution Provider (AIAC). A copy of the Complaint is then sent to the Registrar of the Domain Name. The AIAC reviews the Complaint to ensure that it complies with the applicable Dispute Resolution Rules. The Complainant then pays a fixed processing fee to the AIAC.

AIAC forwards the Complaint to the Respondent. Simultaneously, the AIAC requests the Registrar of the Domain Name to lock the domain name.

Stage 2 (Days 4 – 23)

The Respondent submits a standardized Response Form to the AIAC.

Stage 3 (Days 24 – 45)

The AIAC appoints an independent unbiased panellist(s) to hear the dispute.

Within 14 days of appointment, the panel examines the documents submitted and orders whether the domain name should be cancelled/transferred/changed or not. The panel examines the documents on record to reach its decision and there are no in-person hearings.

The decision is sent to the relevant Registrar who is bound to act on the basis of the decision.

STAGE 1: PREPARING AND FILING A COMPLAINT WITH THE AIAC

A Complaint has to conform to the requirements specified in the UDRP Policy, the UDRP Rules and to the ADNDRC Rules. While there is no standard ICANN form, the AIAC has prepared a model Complaint and filing guidelines for the parties' convenience. This model is intended to serve as a guide for filing a Complaint under the UDRP Policy. The form is illustrative in nature and the parties may file a Complaint in any other form provided it is in conformity with the UDRP, its Rules and the ADNDRC Supplemental Rules. The use of the model form as a basis for the preparation of a party's complaint does not preclude the possibility of that Complaint being found deficient following the AIAC's formalities compliance review, nor does reliance on the model guarantee a Complainant's success on the merits.

Unless the Complainant and the Respondent agree otherwise, or if specified otherwise in the Registration Agreement, the Response must normally be in the same language as the Registration Agreement. The Administrative Panel can order any attachments not in the same language as the Registration Agreement to be translated in full or in part by and at the cost of the submitting party.

Standard Complaint Form

A Complaint must be submitted in electronic form in accordance with Paragraph 3(b) of the UDRP Rules and Article 5 of the ADNDRC Supplemental Rules. In order to facilitate electronic filing, the AIAC offers the following options:

1. download and complete the model Complaint Form C (annexed herewith as, *Annexure I*) as a Word document to submit as an email attachment to adndrc@aiac.world and/or aiac@adndrc.org; or
2. complete and submit directly online to the Centre an electronic form of the model Complaint.

FAQs

1. What circumstances are evidence that a domain name has been registered and is being user in bad faith?

Paragraph 4(b) of the UDRP Policy sets out the following non-illustrative list of circumstances that will be considered by an Administrative Panel to be evidence of the bad faith registration and use of a domain name:

- (i) Circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of the domain name Registrant's out-of-pocket costs directly related to the domain name; or
- (ii) The domain name was registered in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the domain name Registrant has engaged in a pattern of such conduct; or
- (iii) The domain name was registered primarily for the purpose of disrupting the business of a competitor; or

- (iv) By using the domain name, the domain name Registrant intentionally attempted to attract for financial gain, internet users to the Registrant's website 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 the Registrant's website or location or of a product or service on the Registrant's website or location.

2. Can a Complaint include more than one domain name?

Under Paragraph 3(c) of the UDRP Rules, the Complaint may relate to more than one domain name, so long as the person or entity that is the Registrant of the domain names specified in the Complaint is the same.

3. Do any payments have to be made when filing the Complaint?

Yes. The appropriate fee specified in the AIAC's Schedule of Fees must be submitted together with the Complaint, using one of the methods described.

4. How does the Complainant identify the Respondent in a DNDR proceeding?

Registration information of gTLDs can be obtained by conducting a "WHOIS" search, in particular at <https://whois.icann.org/en>. For ccTLDs, or for additional information, the concerned Registrar's WHOIS service may be used (accessed via the Registrar's website).

5. If the Respondent is located in Europe, will the European Union's General Data Protection Regulation (GDPR) restrict me from identifying the Respondent's details?

No. As per Rule 2.5.1 of Appendix A of ICANN's 'Temporary Specification for gTLD Registration Data' released in response to GDPR,² the Registrar of such

2 Temporary Specification for gTLD Registration, ICANN Website. May be accessed at: <https://www.icann.org/resources/pages/gtld-registration-data-specs-en/#temp-spec>.

a domain name (originating from the jurisdiction where the GDPR is applicable) must provide an email/web address solely to facilitate email communication with the relevant contact, even if it does not reveal the identity of the contact itself.

6. Is the Complainant required to send a copy of the Complaint to the Respondent or the Registrar?

No, the Complainant is only expected to file the Complaint Form with the AIAC by sending it to adndrc@aiac.world and/or aiac@adndrc.org. The AIAC will forward the Complaint to the Respondent and the Registrar after inspecting that the Complaint is in compliance with the UDRP, the UDRP Rules and the ADNDRC Supplementary Rules. If the Complaint is not in compliance with the above stated rules, the Complainant will be asked to rectify the Complaint before it can be forwarded.

7. Can a party file supplemental information, pleadings or documents after filing the Complaint and the Response?

The UDRP Rules do not provide for supplemental filings by either party, except in response to a deficiency notification or if requested by the panel. The admissibility of any unsolicited supplemental filings is subject to the discretion of the panel.

8. Must the Complaint be prepared and submitted by a lawyer?

While the assistance of a lawyer may be greatly helpful, there is no requirement that the Complaint (or the Response) be prepared or submitted by a lawyer.

9. Does the Complaint have to be certified or notarized?

No.

STAGE 2: PREPARING AND FILING A RESPONSE

Under the terms of the agreement that the domain name Registrant entered into when registering the

domain name, the Registrant must submit to the Administrative Proceeding. Thus, it is mandatory for the Respondent to file a Response. Since, the Panels decide Complaints without oral hearings, except where the Panel, in exceptional circumstances, decides to hold an oral hearing, on the basis of the submitted Complaint and Response, the filing of the Response is the only opportunity for the Respondent to present its claim.

Standard Response Form

A Response must be submitted in electronic form in accordance with Paragraph 3(b) of the UDRP Rules and Article 5 of the ADNDRC Supplemental Rules. In order to facilitate electronic filing, the AIAC offers the following options:

1. Download and complete the model Response Form R (annexed herewith as, *Annexure II*) as a Word document to submit as an email attachment to adndrc@aiac.world and/or aiac@adndrc.org; or
2. Complete and submit directly online to the Centre an electronic form of the model Respondent.

FAQs

1. How many days does a Respondent have to file a Response?

According to Paragraph 5(a) of the UDRP Rules, the Respondent must file its Response within 20 days of the commencement of the Administrative Proceeding. An Administrative Proceeding is deemed to have formally commenced once the dispute resolution service provider has formally notified the Complainant in accordance with Paragraph 2(a) of the UDRP Rules.

2. What happens if a Response is not filed or not filed within time?

If the Respondent does not file its Response and pay the outstanding fee by the applicable deadline, the Respondent will be considered in default. Despite the Respondent's default, the AIAC will proceed to appoint the Administrative Panel. The Panel will be informed of the Respondent's default.

3. How does a Respondent demonstrate its rights to and legitimate interests in the domain name that is the subject of the Complaint?

Paragraph 4(c) of the UDRP Policy states that any of the following circumstances if found by the Administrative Panel to be proved shall demonstrate the domain name Registrant's rights or legitimate interests to the domain name for the purposes of Paragraph 4(a)(ii) of the Policy:

1. Before any notice to the domain name Registrant of the dispute, the Registrant's 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
2. The domain name Registrant (as an individual, business, or other organization) has been commonly known by the domain name, even if the Registrant has acquired no trademark or service mark rights; or
3. The domain name Registrant is making a legitimate non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

4. Do any payments have to be made when filing the Response?

The only time a fee has to be paid by the Respondent is when the Complainant chooses to have the case decided by a single Panellist, but the Respondent prefers to have the case decided by three Panellists. In such cases, the applicable fee is shared equally between the Complainant and the Respondent. The Respondent must submit its payment together with its Response. If it does not, the Respondent will be considered in default and the Centre may disregard the Respondent's designation of the number of Panellists.

5. Is the Respondent required to send a copy of the Response to the Complainant or the Registrar?

Yes, while filing the Response Form with the AIAC, the Respondent is required to state that a copy of the Response has been provided to the Complainant.

6. Does the Response have to be certified or notarized?

No.

STAGE 3: DETERMINATION BY THE PANEL

An Administrative Panel is composed of one or three independent and impartial persons appointed by the dispute resolution service provider (AIAC) to administer the dispute in accordance with the UDRP Policy and Rules. The Administrative Panel is independent of the AIAC, ICANN, the concerned Registrar(s) and the parties. The panellists are usually experts in areas of international trademark law, domain name issues, electronic commerce, the functioning of the Internet and dispute resolution. The AIAC's list of panellists list is expansive and majorly consists of International experts, many of whom are multi-lingual.

FAQs

1. When and how is the Administrative Panel appointed?

The Administrative Panel is appointed shortly after the filing of the Response, if one is made, or following the due date on which the Response should have been filed. An Administrative Panel is appointed by the AIAC as follows:

- i. If both the Complainant and Respondent indicate that they wish the dispute to be decided by a single Panellist, the Panellist will be appointed by the AIAC from its list of Domain Name Panellists.
- ii. If the Complainant designates 3 Panellists and the Respondent designates one (1) Panellist, or vice-versa, then the AIAC will appoint a three-person

Administrative Panel. In so doing, the AIAC will try to appoint one of the candidates nominated by the Complainant and one of the candidates nominated by the Respondent. If it is unable to do so, the Centre will make an appropriate appointment from its list of Domain Name Panellists. The third Panellist, or Presiding Panellist, will be appointed on the basis of preferences indicated by the parties from among a list of 5 candidates that will have been provided to them by the AIAC. If it is the Respondent that chooses a three-member Panel, the Respondent is required to pay half of the applicable fees; in all other situations, the Complainant pays the fees.

- iii. If the Respondent does not file a Response, then the AIAC will appoint the Administrative Panel in accordance with the number of panellists designated by the Complainant (i.e. 1 or 3). If the Complainant designated a three-member panel, the Centre will try to appoint one of the candidates nominated by the Complainant, failing which it will make the appointment from its published list. It will make the appointment of the other two Panellists from its list of Domain Name Panellists.

2. What decisions can the Administrative Panel take?

The Administrative Panel can make one of these three decisions:

- i. Decide in favour of the person or entity that filed the Complaint and order that the disputed domain name(s) be transferred to that person or entity;
- ii. Decide in favour of the person or entity that filed the Complaint and order that the disputed domain name(s) be cancelled;
- iii. Decide in favour of the domain name Registrant (i.e., deny the requested remedy). In this regard, if the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the UDRP Policy, it must specify this in its decision. Also, if after considering the submissions of the parties, the Panel finds that the Complaint was brought in bad faith, the Panel is required to declare in its decision that the Complaint

was brought in bad faith and constitutes an abuse of the Administrative Proceeding.

3. Can the Administrative Panel award any monetary amounts?

No. The Administrative Panel can neither award any monetary judgments nor any lawyers' costs.

4. On whom does the burden of proof rest?

The burden of proof in a proceeding rests on the Complainant to prove that all three elements under Paragraph 4(a) of the UDRP Policy have been met. Usually, the Complainant has to discharge the burden of proof as per preponderance of probabilities standard used in common law jurisdictions. If the panel is satisfied with the Complainant's showing of the prima facie case, the burden shifts to the Respondent to rebut. However, the fact that the Respondent has not filed a Response to the Complaint does not automatically result in a finding against the Respondent.³

5. How long does it take to get a decision?

Paragraph 15(b) of the UDRP Rules provides that, in the absence of exceptional circumstances, the Administrative Panel shall forward its decision on the Complaint to the AIAC within fourteen days of its appointment.

6. How is an Administrative Panel decision implemented?

An Administrative Panel decision is mandatorily implemented by the Registrar with which the contested domain name is registered at the time the decision is rendered. In accordance with Paragraph 4(k) of the UDRP Policy, the Registrar is required to implement the Administrative Panel's decision 10 business days after it receives notification of the decision from the dispute resolution service provider, except if the Registrar receives proper information from the domain name

3 Genting Berhad v Asad Chaudhry [https://www.adndrc.org/files/udrp/KL/27102016091925-0001\[2\].pdf](https://www.adndrc.org/files/udrp/KL/27102016091925-0001[2].pdf)

Registrant (Respondent) in that 10-day period that it is challenging the decision in court (see below).

7. Is it possible to challenge an Administrative Panel decision?

Yes. Paragraph 4(k) of the Policy allows a domain name Registrant that loses in the Administrative Proceeding to challenge the Administrative Panel's decision by filing a lawsuit in certain courts. As noted above, the concerned Registrar(s) will implement the Panel's decision within 10 business days after it receives notification of the decision from the dispute resolution service provider, unless it receives from the Registrant during that 10-day period official documentation (such as a copy of a Complaint, file-stamped by the court) that the Registrant has commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3(b)(xii) of the UDRP Rules.

The concerned Registrar will then take no further action until it receives:

- i. Satisfactory evidence of a resolution of the dispute between the parties; or
- ii. Satisfactory evidence that the domain name Registrant's lawsuit has been dismissed or withdrawn; or
- iii. A copy of an order from the court in which the lawsuit was filed dismissing the lawsuit or ordering that the domain name Registrant has no right to continue to use the domain name.

8. How does 'Mutual Jurisdiction' work?

The Mutual Jurisdiction is defined in the UDRP Rules as a court jurisdiction at the location of either (a) the principal office of the Registrar (provided that the domain name Registrant has submitted in the Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the domain name) or (b) the domain name Registrant's address as shown for the registration of the domain name in the concerned Registrar's WHOIS

database at the time the Complaint is submitted to a dispute resolution service provider.

9. Are the Administrative Panel's decisions available to the public?

Yes. According to Paragraph 16(b) of the UDRP Rules, except where an Administrative Panel decides otherwise in exceptional circumstances, a dispute resolution service provider is required to publish all decisions in full on the Internet. DNDR decisions conducted at the AIAC can be accessed on the AIAC website.

10. What happens if the parties come to an agreement over their dispute during the proceedings?

As per the UDRP Rules, proceeding may be suspended to implement a settlement agreement between the parties. In the event of a settlement, if an Administrative Panel has not yet been appointed, the Complainant may be entitled to a partial refund of its filing fee.

11. What is the Registrar's role in the Administrative Proceeding?

The Registrar does not actively participate in the conduct of the Administrative Proceeding. The Registrar's limited role in the Administrative Proceeding is as follows:

- i. To provide requested information to the AIAC, including confirming that the disputed domain name is registered with it, that it is registered by the person or entity identified as the Respondent in the Complaint, providing the Respondent's contact details and, when necessary, the Registration Agreement and associated documents;
- ii. To prevent the transfer to a third party of a domain name registration after an Administrative Proceeding has commenced; and
- iii. To implement the Administrative Panel's decision.

SCHEDULE OF FEES

- The AIAC charges a fee as prescribed by the ADNDRC in its Supplemental Rules.
- The Complainant shall be responsible for paying the total fees provided that the Respondent has to share the fees when the Respondent chooses to have the Complaint decided by three panellists while the Complainant has chosen a single Panellist.
- The said fees do not include any payments that might have to be made to a lawyer representing a party and the parties are free to decide whether to engage or not engage legal counsels.
- All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the relevant Office of the Centre shall be the responsibility of the party making the payment.

Number of Domain Name(s) involved in the Complaint	Fee for the Panellists		AIAC's Administrative Fee	Total Fees	
	Single Panellist	Three Panellists		Single Panellist	Three Panellists
1 to 2 domain names	USD700	Presiding Panellist: USD1,000 Each Co-Panellist: USD600	USD600	USD1,300	USD2,800
3 to 5 domain names	USD900	Presiding Panellist: USD1,200 Each Co-Panellist: USD700	USD700	USD1,600	USD3,300
6 to 9 domain names	USD1,100	Presiding Panellist: USD1,400 Each Co-Panellist: USD800	USD800	USD1,900	USD3,800
10 domain names or more	To be appropriately determined by the AIAC				

PART III: UNIFORM RAPID SUSPENSION SYSTEM (URS)

SCOPE AND APPLICATION OF URS PROCEEDINGS

In June 2011, ICANN's Board of Directors approved a new procedure to expand the list existing gTLDs under its 'New gTLD Program'. The new program was designed to open up the top level of the Internet's namespace and to create more gTLDs. It was aimed to enable the largest expansion of the domain name system to enhance innovation, competition and consumer choice. The application window opened on 12 January 2012 and the ICANN received 1,930 applications for new gTLDs. As of 31 August 2018, there exist 1,232 new gTLDs.⁴

With the introduction of the new gTLDs, the ICANN also introduced the Uniform Rapid Suspension System for DNDR applicable to these new gTLDs. Thus, the URS is applicable to all the new gTLDs⁵ and certain ccTLDs that have adopted the URS Procedure (for example, '.pw'). The URS was meant to supplement the UDRP and offer a lower-cost, faster path to relief for rights holders experiencing clear-cut cases of infringement caused by domain name registrations.

FAQs

1. What are the criteria for dispute resolution under the URS?

According to Paragraph 1.2.6 of the URS Procedure the URS Administrative Procedure is available for disputes concerning an alleged abusive registration of a domain name when it meets the following criteria:

- i. The disputed domain name is identical or confusingly similar to a word mark that meets certain criteria; and
- ii. The Registrant of the domain name, or the "Respondent," has no legitimate right or interest to the domain name; and

⁴ <https://newgtlds.icann.org/en/program-status/statistics>

⁵ <https://newgtlds.icann.org/en/program-status/delegated-strings>

- iii. The domain name was registered and is being used in bad faith.

2. How are the URS criteria/grounds for relief different from the UDRP grounds?

Though the grounds for relief are largely similar, the primary legal difference is that the URS Procedure specifies that its proceedings must satisfy a higher burden of proof, that of clear and convincing evidence. This is a more difficult requirement than the preponderance of probabilities standard that has emerged from UDRP mechanism. Secondly, the first criterion (identical or confusingly similar) under the UDRP applies to any mark in which the Complainant has rights, including marks that are protected by common law or marks that are not word marks. The URS places a restriction on application and only applies to a word mark “(i) for which the Complainant holds a valid national or regional registration and that is in current use; or (ii) that has been validated through court proceedings; or (iii) that is specifically protected by a statute or treaty in effect at the time the URS Complaint is filed.”

3. Who can file a dispute with the AIAC under the URS? Does the Complainant need to be located in Malaysia to file a dispute with the AIAC?

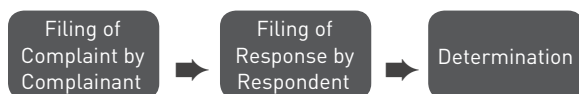
Any person or company in the world, irrespective of where he/she/it is located, can file a domain name Complaint with the AIAC regarding a new gTLD using the URS Administrative Procedure.

4. What are the governing rules / laws for a URS proceeding?

The Uniform Rapid Suspension System Procedure, the URS Rules and the ADNDRC Supplementary Rules collectively govern a URS proceeding. The URS Rules were adopted by the ICANN to give effect to the URS Procedure and the ADNDRC Supplementary Rules were adopted by the ADNDRC as the DNDR Service Provider to further supplement the URS Procedure and the URS Rules.

TIMELINE OF URS PROCEEDINGS AT THE AIAC

The maximum time it usually takes for a URS proceeding to conclude at the AIAC is 19 days. A proceeding is divided into **three stages**:



Stages 1 (Days 0 – 2)

The Complainant files a standardized Complaint Form with the Dispute Resolution Provider (AIAC) along with the prescribed filing fee. The Complaint will be subjected to an initial administrative review by the AIAC. This is to ascertain whether the Complaint contains all of the necessary information and is not a determination as to whether a *prima facie* case has been established.

Upon completion of the Administrative Review, the AIAC notifies the Registrar together with a copy the Complaint. The Registrar immediately locks the domain name upon receipt of the Complaint and sends the AIAC a “Notice of Lock” confirming the lock.

Stage 2 (Days 3 – 16)

The Respondent submits a standardized Response Form electronically to the AIAC. On the same day when the Response is received, the AIAC perform a compliance review of the form and send it to a qualified sole Examiner for Determination.

Stage 3 (Days 16 – 19)

The Examiner renders his/her decision. In extraordinary circumstance, the Examiner may take 2 additional days to render the decision.

If the decision is in the favour of the Complainant, the Registry Operator would immediately suspend the domain name for the balance of the Registration Period of the domain name.

Either party has the right to appeal the decision of the Examiner within 14 days of the decision.

STAGE 1: PREPARING AND FILING A COMPLAINT UNDER THE URS

A Complaint has to conform to the requirements specified in the URS Procedure the URS Rules and the ADNDRC Supplementary Rules. While there is no standard ICANN form, the AIAC has prepared a model Complaint and filing guidelines for the parties' convenience. This model has been prepared by the AIAC and is intended to serve as a guide for filing a Complaint under the URS Policy. The form is illustrative in nature and the parties may file a Complaint in any other form provided that it is in conformity with the URS Policy, its Rules and the ADNDRC Supplementary Rules. The use of the model form as a basis for the preparation of a party's Complaint does not preclude the possibility of that Complaint being found deficient following the AIAC's formalities compliance review, nor does reliance on the model guarantee a Complainant's success on the merits.

The URS Procedure drafted by the ICANN specifically specifies that if a Complaint is deemed non-compliant with the filing requirements during the Administrative Review, the Complaint will be dismissed without prejudice to the Complainant filing a new Complaint. The initial filing fee shall not be refunded in these circumstances.

Standard Complaint Form

A Complaint must be submitted in electronic form in accordance with Paragraph 1.2 of the URS Procedure read with Rule 3 of the URS Rules and Article 4 of the ADNDRC Supplemental Rules. In order to facilitate electronic filing, the AIAC offers the following options:

1. download and complete the model Complaint Form C URS (annexed herewith as, *Annexure III*) as a Word document to submit as an email attachment to adndrc@aiac.world and/or aiac@adndrc.org; or
2. complete and submit directly online to the Centre an electronic form of the model Complaint.

FAQs

1. What circumstances are evidence that a domain name has been registered and is being user in bad faith?

Paragraph 1.2.6.3 of the URS Procedure sets out the following non-illustrative list of circumstances that will be considered by an expert Examiner to be evidence of the bad faith registration and use of a domain name:

- i. Registrant has registered or acquired the domain name primarily for the purpose of selling, renting or otherwise transferring the domain name registration to the Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant in excess of documented out of pocket costs directly related to the domain name; or
- ii. Registrant has registered the domain name in order to prevent the trademark holder or service mark from reflecting the mark in a corresponding domain name, provided that Registrant has engaged in a pattern of such conduct; or
- iii. Registrant registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- iv. By using the domain name Registrant has intentionally attempted to attract for commercial gain, Internet users to Registrant's 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 Registrant's web site or location or of a product or service on that website's location.

2. Can a Complaint include more than one domain name?

Under Paragraph 3(c) of the URS Rules, the Complaint may relate to more than one domain name provided that the same domain name holder has registered the domain names.

3. Do any payments have to be made when filing the Complaint?

Yes. The appropriate fee specified in the AIAC's Schedule of Fees must be submitted together with the Complaint. The URS Rules drafted by the ICANN specifically state that if fees are not paid within one (1) Business Day of filing, the Complaint shall be automatically dismissed.

4. How does the Complainant identify the Respondent in a DNDR proceeding?

Registration information of gTLDs can be obtained by conducting a "WHOIS" search, in particular at <https://whois.icann.org/en>. For ccTLDs, or for additional information, the concerned Registrar's WHOIS service may be used (accessed via the Registrar's website).

5. If the Respondent is located in Europe, will the European Union's General Data Protection Regulation (GDPR) restrict me from identifying the Registrar's details?

No. As per Rule 2.5.1 of Appendix A of ICANN's 'Temporary Specification for gTLD Registration Data' released in response to GDPR,⁶ the Registrar of such a domain name (originating from the jurisdiction where the GDPR is applicable) must provide an email/web address solely to facilitate email communication with the relevant contact, even if it does not reveal the identity of the contact itself.

6. Is the Complainant required to send a copy of the Complaint to the Respondent or the Registrar?

No, the Complaint is only expected to file the Complaint Form with the AIAC by sending it to adndrc@aiac.world and/or aiac@adndrc.org. The AIAC will forward the Complaint to the Respondent and the Registrar after inspecting that the Complaint is in compliance with the URS, the URS Rules and the ADNDRC Supplementary Rules.

⁶ Temporary Specification for gTLD Registration, ICANN Website. May be accessed at: <https://www.icann.org/resources/pages/gtld-registration-data-specs-en/#temp-spec>.

7. Can a party file supplemental information, pleadings or documents after filing the Complaint the Response?

The URS Rules do not provide for supplemental filings by either party, except in response to a deficiency notification or if requested by the panel. If a party appeals the decision of an Examiner, a limited right to introduce new admissible evidence that is material to the Determination will be allowed.

8. Must the Complaint be prepared and submitted by a lawyer?

While the assistance of a lawyer may be greatly helpful, there is no requirement that the Complaint (or the Response) be prepared or submitted by a lawyer.

9. Does the Complaint have to be certified or notarized?

No.

STAGE 2: PREPARING AND FILING A RESPONSE UNDER THE URS

Under the terms of the agreement that the domain name Registrant entered into when registering the domain name, the Registrant must submit to the Administrative Proceeding. Thus, it is mandatory for the Respondent to file a Response. From a pragmatic perspective, since panels decide Complaints without oral hearings, only the basis of the submitted Complaint and Response, the filing of the Response is the only opportunity for the Respondent to present its claim.

Standard Response Form

A Response must be submitted in electronic form in accordance with Paragraph 5 of the URS Procedure read with Rule 5 of the URS Rules and Article 6 of the ADNDRC Supplemental Rules. In order to facilitate electronic filing, the AIAC offers the following options:

1. Download and complete the model Response Form RURS (annexed herewith as, *Annexure IV*) as a Word

document to submit as an email attachment to adndrc@aiac.world and/or aiac@adndrc.org and also send a copy to the Complainant; or

2. Complete and submit directly online to the Centre an electronic form of the model Complaint.

FAQs

1. How many days does a Respondent have to file a Response?

According to Paragraph 5.1 of the URS Policy, the Respondent must file its Response within 14 days of receipt of notice of Complaint from the DNDR Provider (AIAC).

2. What happens if a Response is not filed or not filed within time?

If the Respondent does not file its Response and pay the outstanding fee by the applicable deadline, the Respondent will be considered in default. If the Respondent defaults, the AIAC will provide notice of the default to the Complainant and the Registrant. All default cases proceed for examination.

During the default period, the Registrant will be prohibited from changing the WHOIS information and changing the content found on the site to argue that it is now a legitimate use.

3. In Default cases, what happens if the Examiner has ruled in favour of the Complainant after determination?

If after examination in default cases, the Examiner rules in favour of the Complainant, the Registrant has the right to seek relief from Default via *de novo* review by filing a Response any time up to six months after the date of the Notice of Default (further extendable to six months). The filing of a Response after Default is not an appeal, the case is considered as if the Registrant responded in a timely manner.

4. How does a Respondent demonstrate its rights to and legitimate interests in the domain name that is the subject of the Complaint?

Paragraph 5.7 of the URS Procedure states that the Response may contain any facts refuting the claim of bad faith registration by setting out any of the following examples:

- i. Before any notice to Registrant of the dispute, Registrant's use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a *bona fide* offering of goods or services; or
- ii. Registrant (as an individual, business or other organization) has been commonly known by the domain name, even if Registrant has acquired no trademark or service mark rights; or
- iii. Registrant is making a legitimate or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

Further, Paragraph 5.8 provides the Respondent more defences to demonstrate that the Registrant's use of domain name is not in bad faith:

- i. The domain name is generic or descriptive and the Registrant is making fair use of it.
- ii. The domain name sites are operated solely in tribute to or in criticism of a person or business that is found by the Examiner to be fair use.
- iii. Registrant's holding of the domain name is consistent with an express term of a written agreement entered into by the disputing parties and that is still in effect.
- iv. The domain name is not part of a wider pattern or series of abusive registrations because the Domain Name is of a significantly different type or character to other domain names registered by the Registrant.

5. Do any payments have to be made when filing the Response?

Complaints listing fifteen (15) or more disputed domain names registered by the same Registrant will be subject to a Response Fee which will be refundable to the prevailing party. Under no circumstances shall the Response Fee exceed the fee charged to the Complaint.

6. Does the Response have to be certified or notarized?

No.

STAGE 3: DETERMINATION BY THE PANEL

A URS Proceeding will be presided by an Examiner selected by the Provider (AIAC). The Expert is impartial and independent of the AIAC, ICANN, the concerned Registrar(s) and the parties. Before confirming appointment, the AIAC seeks a disclosure from the Examiner of any circumstances that give rise to justifiable doubt as to the Examiner's impartiality or independence.

The Examiners are required to have a relevant legal background and must be trained and certified in URS Proceedings. The AIAC also provides Examiners instructions on the URS elements, defences and how to conduct the examination of a URS Proceeding.

FAQs

1. When and how is the expert Examiner appointed?

Once the Response is filed and the AIAC successfully conducts the compliance Administrative Review, the AIAC appoints a certified URS Examiner from its pool of examiners and send the relevant documents to the Examiner to commence the Determination process.

2. What decisions can the Examiner take?

The sole decision the Examiner can take is whether or not to suspend the domain name for the balance of the registration period.

3. Can the Administrative Panel award any monetary amounts?

No. The Administrative Panel can neither award any monetary judgments nor any lawyers' costs.

4. On whom does the burden of proof rest?

The burden of proof in a proceeding rests on the Complainant to prove that all three elements under Paragraph 1.2.6 of the URS Procedure have been met.

5. How long does it take to get a decision?

The Examination begins immediately at the expiration of the 14-day response period given to the Respondent. Paragraph 9.6 of the URS Policy provides a determination shall be rendered within three (3) business days from when Examination began. In extraordinary circumstances, the Examiner may take two (2) additional days to render the decision. In total, a URS proceeding usually takes a maximum of 19 days from start to finish.

6. How is an Administrative Panel decision implemented?

An Administrative Panel decision is mandatorily implemented by the Registrar with whom the contested domain name is registered at the time the decision is rendered. In accordance with Paragraph 10.2 of the URS Procedure, the Registrar is required to immediately suspend the domain name for the balance of the registration period if the Complainant prevails.

7. Is it possible to challenge an Administrative Panel decision?

Yes. Paragraph 12 of the Procedure grants either party the right to challenge the Determination of an Expert Examiner within 14 days after a Default or Final Determination. The appeal is governed by Article 12 of the ADNDRC Supplemental Rules and may be heard by a single member panel or a three-member panel.

8. What is the status of the domain name during the pendency of the appeal?

Filing an appeal does not change the domain name's resolution. For example, if the domain name no longer resolves to the original nameservers because of a Determination in favour of the Complainant, the domain name shall continue to point to the informational page provided by the URS Provider.

9. What is the procedure for appealing a decision of the Examiner?

Either party may file an appeal with the DNDR Provider (AIAC) electronically within fourteen (14) days after a Default or Final Determination is issued. Any response to the appeal must also be filed within fourteen (14) days after an appeal is filed. The fees for an appeal shall be borne by the Appellant and a limited right to introduce new admissible evidence that is material to the Determination will be allowed upon payment of an additional fee.

The Appellant shall elect to have the Appeal decided by a single-member Panel or three-member Panel and pay the requisite fees.

10. How long does it take for the Appellate proceedings to conclude?

The Appeal Panel shall notify its Determination to the Relevant Office of the Centre within fourteen (14) Calendar Days of its appointment. In extraordinary circumstances, the Panel may extend this time period.

11. What are the other available remedies after a URS determination?

After a URS Determination, the Appellant could still utilize alternative remedies such as a UDRP Administrative hearing or approaching a court of competent jurisdiction.

As noted above, the concerned Registrar(s) will implement the Panel's decision 10 business days after it receives notification of the decision from the dispute resolution service provider, unless it receives from the Registrant

during that 10-day period official documentation (such as a copy of a Complaint, file-stamped by the court) that the Registrant has commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3(b)(xiii) of the UDRP Rules.

The concerned Registrar will then take no further action until it receives:

- i. Satisfactory evidence of a resolution of the dispute between the parties; or
- ii. Satisfactory evidence that the domain name Registrant's lawsuit has been dismissed or withdrawn; or
- iii. A copy of an order from the court in which the lawsuit was filed dismissing the lawsuit or ordering that the domain name Registrant has no right to continue to use the domain name.

10. Are the Administrative Panel's decisions available to the public?

Yes. According to Rule 15 of the URS Rules, except where an Examiner decides otherwise in exceptional circumstances, a dispute resolution service provider is required to publish all decisions in full on the Internet.

11. What happens if the parties come to an agreement over their dispute during the proceedings?

As per Rule 15 of the URS Rules, proceeding may be suspended to implement a settlement agreement between the parties. In the event of a settlement, if an Administrative Panel has not yet been appointed, the Complainant will be entitled to a partial refund of its filing fee.

12. What is the Registrar's role in the Administrative Proceeding?

The Registrar does not actively participate in the conduct of the Administrative Proceeding. The Registrar's limited role in the Administrative Proceeding is as follows:

- i. To provide requested information to the AIAC, including confirming that the disputed domain name is registered with it, that it is registered by the person or entity identified as the Respondent in the Complaint, providing the Respondent's contact details and, when necessary, the Registration Agreement and associated documents;
- ii. To prevent the transfer to a third party of a domain name registration after an Administrative Proceeding has commenced; and
- iii. To implement the Administrative Panel's decision.

13. What if a URS Complaint is lodged with the *mala fide* intention of causing harassment to the Respondent?

A Complaint may be deemed abusive if the Examiner determines that it was presented solely for improper purpose such as to harass, cause unnecessary delay or needlessly increase the cost of doing business or if the claim was not warranted by an existing law or the URS Standards or if the factual contentions lacked any evidentiary support.

Further, an Examiner may find a Complaint to contain a deliberate material falsehood if at the time it was made, was made with the knowledge that it was false.

The consequences of the above Complaints are that if a party is deemed to have filed two (2) abusive Complaints or one (1) with a deliberate material falsehood Complaint, that party shall permanently be barred from utilizing the URS.

SCHEDULE OF FEES

- The AIAC charges a fee as prescribed by Article 14 of the ADNDRC URS Supplemental Rules.
- The Complainant shall be responsible for paying the fees. Complaints listing fifteen (15) or more disputed domain names registered by the same Registrant will be subject to a Response Fee which will be refundable to the prevailing party. Under no circumstance shall the Response Fee exceed the fee charged to the Complaint.
- The said fees do not include any payments that might have to be made to a lawyer representing a party and the parties are free to decide whether to engage or not engage legal counsel.
- All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the relevant Office of the Centre shall be the responsibility of the party making the payment.

A. Fees for Examination and Re-Examination

Number of Domain Name(s) Involved	Fees for the Complainant	Fees for the Respondent	
	i. Filing Fees	ii. Response Fees (Refundable to the Prevailing Party)	iii. Re-Examination Fees (If applicable, non-refundable)
1 to 5 domain names	USD360	Nil	USD180
6 to 14 domain names	USD400	Nil	USD200
15 to 29 domain names	USD450	USD450	USD225
30 domain names or more	(To be determined by the Relevant Office of ADNDRC)		

B. Fees for Appeal

Number of Domain Name(s) Involved	Single-member panel		Three-member panel	
	Fees for Appeal Panel	Additional Fees for Introduction of New Evidence	Fees for Appeal Panel	Additional Fees for Introduction of New Evidence
1 to 5 domain names	USD360	USD150	USD900	USD250
6 to 14 domain names	USD400	USD200	USD1,000	USD350
15 to 29 domain names	USD450	USD250	USD1,100	USD500
30 domain names or more	(To be determined by the Relevant Office of ADNDRC)			



FORM C

亞洲域名爭議解決中心

ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE
(KUALA LUMPUR OFFICE)

COMPLAINT TRANSMITTAL COVERSHEET

Attached is a Complaint that has been filed against you with the Kuala Lumpur Office of Asian Domain Name Dispute Resolution Centre (ADNDRC) pursuant to the Uniform Policy for Domain Name Dispute Resolution, approved by the Internet Corporation for Assigned Names and Numbers (ICANN) on 24 October 1999 (the Policy), the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN Board of Directors on 28 September 2013 (the Rules) and the ADNDRC Supplemental Rules for Uniform Domain Name Dispute Resolution Policy effective from 31 July 2015 (the Supplemental Rules).

The Policy is incorporated by reference into your Registration Agreement with the Registrar(s) of your domain name(s), in accordance with which you are required to submit to and participate in a mandatory administrative proceeding in the event that a third party (a Complainant) submits a Complaint to a dispute resolution service provider, such as the ADNDRC, concerning a domain name that you have registered. You will find the name and contact details of the Complainant, as well as the domain name(s) that is/are the subject of the Complaint in the document that accompanies this Coversheet.

You shall submit a Response to the Complaint in accordance with the Rules and Supplemental Rules to the Kuala Lumpur Office of ADNDRC and the Complainant. The due date for and other information regarding the submission of your Response are specified in the Written Notice of ADNDRC. Should you so desire, you may wish to seek the assistance of legal counsel to represent you in the administrative proceeding.

The ICANN Policy can be found at <http://www.icann.org/en/help/dndr/udrp/policy>

The ICANN Rules can be found at <http://www.icann.org/en/help/dndr/udrp/rules>

FORM C

The ADNDRC Supplemental Rules, as well as other information concerning the resolution of domain name disputes can be found at <http://www.adndrc.org>

Alternatively, you may contact the Kuala Lumpur Office of ADNDRC to obtain any of the above documents. The contact details are as follows:

Tel: +603 2271 1000

Fax: +603 2271 1010

Email: adndrc@aiac.world and/or aiac@adndrc.org

You are kindly requested to contact the Kuala Lumpur Office of ADNDRC to provide the contact details to which you would like (a) the official version of the Complaint and (b) other communications in the administrative proceeding to be sent.

By submitting this Complaint to the ADNDRC, the Complainant hereby agrees to abide and be bound by the provisions of the Policy, the Rules and the Supplemental Rules.

FORM C

Asian Domain Name Dispute Resolution Centre (Kuala Lumpur Office)

COMPLAINT IN ACCORDANCE WITH THE UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY

This form shall be used to apply to Asian Domain Name Dispute Resolution Centre (ADNDRC) pursuant to the Uniform Policy for Domain Name Dispute Resolution, approved by the Internet Corporation for Assigned Names and Numbers (ICANN) on 24 October 1999 (the Policy), the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN Board of Directors on 28 September 2013 (the Rules) and the ADNDRC Supplemental Rules for Uniform Domain Name Dispute Resolution Policy effective from 31 July 2015 (the Supplemental Rules).

(Note: In case any section of the form is not applicable, please put in N/A".)

CHOICE OF ADNDRC OFFICE TO ADMINISTER THE PROCEEDINGS

The Complainant hereby chooses the Kuala Lumpur Office of the ADNDRC to administer the domain name dispute proceedings referred to in this Complaint.

- 1 DISPUTED DOMAIN NAME(S):** *(Names to be listed in full)*
(If there is insufficient space, please provide details on a separate A4 sheet in the same format.)

1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____
7. _____ 8. _____ 9. _____

- 2 INDICATE THE REGISTRAR(S) WITH WHICH THE DOMAIN NAME(S) IS/ARE REGISTERED, INCLUDING THEIR FULL CONTACT DETAILS:**

FORM C

- 3 DETAILS OF PARTIES:** *(If there is more than one Complainant, please use a separate A4 sheet to provide the contact details for each and briefly describe the basis on which they are being joined in a common Complaint. If there is more than one respondent, a separate Form C should be used.)*

COMPLAINANT:

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of
Incorporation _____Principal Place of
Business _____

_____**RESPONDENT:**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of
Incorporation _____Principal Place of
Business _____

_____**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

- 4 COMPLAINANT'S PREFERRED CONTACT PERSON:**

Name of the Contact Person:
_____Information of the Contact
Person:

Telephone: _____

Email: _____

FORM C

- 5 INDICATE REASONS WHY THE PERSON / ENTITY IDENTIFIED IN THE COMPLAINT HAS BEEN IDENTIFIED AS THE RESPONDENT:** (Copy of database search(es) should be attached to this Complaint.)

- 6 INDICATE WHETHER THERE ARE 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:** (Please attach any supporting documentation.)

- 7 COMPLAINT:** (Please 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, in connection with which the mark is used. If applicable, please attach copies of all registration certificates.)

- 8 SUMMARIZE BRIEFLY THE FACTUAL AND LEGAL GROUNDS ON WHICH THE COMPLAINT IS MADE:** (Word limit shall be 3,000 words maximum.)

The ICANN Uniform Domain Name Dispute Resolution Policy provides, at Paragraph 4(a), that in the administrative proceeding, the complainant must prove that EACH of the following three elements is present:

- (i) The disputed domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights:

FORM C

- (ii) The Respondent has no rights or legitimate interests in respect of the domain name(s):

- (iii) The disputed domain name(s) has/have been registered and is/are being used in bad faith:

9 REMEDIES SOUGHT: (* delete as appropriate)

The Complainant requests that the disputed domain name(s) be transferred to the Complainant / the disputed domain name(s) be cancelled *.

10 THE COMPLAINANT ELECTS TO HAVE THE COMPLAINT DECIDED BY ONE/THREE* PANELIST(s):

(* delete as appropriate)

11 IF THE COMPLAINANT ELECTS TO HAVE THE COMPLAINT DECIDED BY THREE PANELISTS AND THERE ARE THREE PROPOSED PANELIST(S), PLEASE LIST THEM BELOW IN PREFERENCE TOGETHER WITH THEIR CONTACT DETAILS:

1.

2.

3.

12 THE COMPLAINANT SHALL SUBMIT, WITH RESPECT TO ANY CHALLENGES TO A DECISION IN THE ADMINISTRATIVE PROCEEDING CANCELING OR TRANSFERRING THE DOMAIN NAME(S), TO THE JURISDICTION OF THE COURTS IN AT LEAST ONE SPECIFIED MUTUAL JURISDICTION. (Please indicate by checking ONE of the boxes provided below.)

- ☐ the location of the principal office of the concerned registrar.
- ☐ the location of the domain name holder's address, as shown for the registration of the domain name(s) in the concerned registrar's WHOIS database at the time of the submission of the Complaint to the Center.
- ☐ the location of the principal office of the concerned registrar AND the domain name holder's address, as shown for

FORM C

the registration of the domain name(s) in the concerned registrar's WHOIS database at the time of the submission of the Complaint to the Center.

13 REGISTRATION AGREEMENT OF THE CONCERNED REGISTRAR INCORPORATING THE ICANN POLICY: (Please attach a copy of the agreement to this Complaint.)

14 OTHER RELEVANT DETAILS: (Optional)

15 ADDITIONAL INFORMATION

- (i) Annex any additional documentation to support the Complaint, together with a schedule indexing such document(s).
- (ii) The Complaint may relate to more than one domain name, provided that the domain names are registered by the same domain name holder.
- (iii) This Complaint shall be submitted in electronic form in accordance with the Rules to the Kuala Lumpur Office of ADNDRC:

Asian Domain Name Dispute Resolution Centre
(Kuala Lumpur Office)
Bangunan Sulaiman,
Jalan Sultan Hishamuddin,
50000 Kuala Lumpur, Malaysia
Email: adndrc@aiac.world and/or aiac@adndrc.org

- (iv) Enclose appropriate fees in accordance with Article 15 of the Supplemental Rules.
- (v) The following documents should be consulted in connection with preparing this Complaint:

ICANN Uniform Domain Name Dispute Resolution Policy ("the Policy");
ICANN Rules for Uniform Domain Name Dispute Resolution Policy ("the Rules");
ADNDRC Supplemental Rules for Uniform Domain Name Dispute Resolution Policy ("the Supplemental Rules")

FORM C

- (vi) Any communication by a party shall be copied to the other party and the ADNDRC's Kuala Lumpur Office.

16 CERTIFICATE

The 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) ADNDRC, or any of its Offices, or any Panelist(s), except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

The Complainant certifies that the information contained in this Complaint is to the best of the 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 Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

Signature: _____ Date: _____

Name and Capacity (in print): _____

This form shall be used to respond to a Complaint submitted to the Kuala Lumpur Office of the Asian Domain Name Dispute Resolution Centre (ADNDRC) pursuant to the Uniform Policy for Domain Name Dispute Resolution, approved by the Internet Corporation for Assigned Names and Numbers (ICANN) on 24 October 1999 (the Policy), the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN Board of Directors on 28 September 2013 (the Rules) and the ADNDRC Supplemental Rules for Uniform Domain Name Dispute Resolution Policy effective from 31 July 2015 (the Supplemental Rules).

(Note: In case any section of the form is not applicable, please put in N/A".)

1 **DISPUTED DOMAIN NAME(S):** *(Names to be listed in full)*
(If there is insufficient space, please provide details on a separate A4 sheet in the same format.)

1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____
7. _____ 8. _____ 9. _____

2 INDICATE THE REGISTRAR(S) WITH WHICH THE DOMAIN NAME(S) ARE REGISTERED INCLUDING THEIR FULL CONTACT DETAILS:

[illegible]

FORM R

- 3 DETAILS OF PARTIES:** *(If there is more than one Complainant/ Respondent, please use a separate A4 sheet to provide the contact details for each and briefly describe the bases on which they are being joined in a common Complaint.)*

RESPONDENT:

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of

Incorporation _____

Principal Place of

Business _____

_____**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

COMPLAINANT:

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of

Incorporation _____

Principal Place of

Business _____

_____**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

- 4 RESPONDENT'S PREFERRED CONTACT PERSON:**

Name of the Contact Person:
_____Information of the Contact
Person:

Telephone: _____

Email: _____

FORM R

- 5 INDICATE WHETHER THERE ARE 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: (Please attach any supporting documentation.)**

- 6 CONFIRMATION OR DENIAL OF ALL OR PART OF THE COMPLAINT(S):**

- 7 SUMMARIZE BRIEFLY THE FACTUAL AND LEGAL GROUNDS ON WHICH THE COMPLAINT IS UNFOUNDED: (Word limit shall be 3,000 words maximum.)**

- 8 REMEDIES SOUGHT:**

- 9 THE RESPONDENT ELECTS TO HAVE THE COMPLAINT DECIDED BY ONE /THREE* PANELIST(S):**
(delete as appropriate)*

- 10 IF THE RESPONDENT ELECTS TO HAVE THE COMPLAINT DECIDED BY THREE PANELISTS AND THERE ARE THREE PROPOSED PANELIST(S), PLEASE LIST THEM BELOW IN PREFERENCE TOGETHER WITH THEIR CONTACT DETAILS:**

1.

2.

3.

FORM R

11 REGISTRATION AGREEMENT OF THE CONCERNED REGISTRAR INCORPORATING THE ICANN POLICY: (Please attach a copy of the agreement to this Response.)

12 OTHER RELEVANT DETAILS: (Optional)

13 ADDITIONAL INFORMATION

- (i) This Response must be submitted within twenty (20) days of the date of commencement of the administrative proceeding (refer to Article 7(1) of the Supplemental Rules).
- (ii) Annex any additional documentation to support the Response, together with a schedule indexing such document(s).
- (iii) This Response shall be submitted in electronic form in accordance with the Rules to the Kuala Lumpur Office of ADNDRC:

Asian Domain Name Dispute Resolution Centre
(Kuala Lumpur Office)
Bangunan Sulaiman,
Jalan Sultan Hishamuddin,
50000 Kuala Lumpur, Malaysia
Email: adndrc@aiac.world and/or aiac@adndrc.org
- (iv) Enclose appropriate fees if necessary in accordance with Paragraph 5(c) of the Rules and Article 15 of the Supplemental Rules.
- (v) The following documents should be consulted in connection with preparing this Response:

ICANN Uniform Domain Name Dispute Resolution Policy (“the Policy”);
ICANN Rules for Uniform Domain Name Dispute Resolution Policy (“the Rules”);
ADNDRC Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (“the Supplemental Rules”)

FORM R

- (vi) Any communication by a party shall be copied to the other party and the ADNDRC's Kuala Lumpur Office.
- (vii) There is no need to send this Response to the concerned Registrar(s).

14 CERTIFICATE

The Respondent certifies that the information contained in this Response is to the best of the 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 the Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

Signature: _____ Date: _____

Name and Capacity (in print): _____



FORM C URS

亞洲域名爭議解決中心

ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE
(KUALA LUMPUR OFFICE)

COMPLAINT TRANSMITTAL COVERSHEET

Attached is a Complaint that has been filed against you with the Kuala Lumpur Office of Asian Domain Name Dispute Resolution Centre (ADNDRC) pursuant to the Uniform Rapid Suspension System, approved by the Internet Corporation for Assigned Names and Numbers (ICANN) on 1 March 2013 (the Procedure), the Rules for Uniform Rapid Suspension System, approved by ICANN Board of Directors on 28 June 2013 (the Rules) and the ADNDRC Supplemental Rules for Uniform Rapid Suspension System effective from 8 September 2014 (the Supplemental Rules).

The Procedure is incorporated by reference into your Registration Agreement with the Registrar(s) of your domain name(s), in accordance with which you are required to submit to and participate in a mandatory administrative proceeding in the event that a third party (a Complainant) submits a Complaint to a dispute resolution service provider, such as the ADNDRC, concerning a domain name that you have registered. You will find the name and contact details of the Complainant, as well as the domain name(s) that is/are the subject of the Complaint in the document that accompanies this Coversheet.

You shall submit a Response to the Complaint in accordance with the Rules and Supplemental Rules to the Kuala Lumpur Office of ADNDRC and the Complainant. The due date for and other information regarding the submission of your Response are specified in the Written Notice of ADNDRC. Should you so desire, you may wish to seek the assistance of legal counsel to represent you in the administrative proceeding.

- The ICANN Procedure can be found at <http://newgtlds.icann.org/en/applicants/urs/procedure-01mar13-en.pdf>
- The ICANN Rules can be found at <http://newgtlds.icann.org/en/applicants/urs/rules-04mar13-en.pdf>
- The ADNDRC Supplemental Rules, as well as other information concerning the resolution of domain name disputes can be found at <http://www.adndrc.org>

FORM C URS

Alternatively, you may contact the Kuala Lumpur Office of ADNDRC to obtain any of the above documents. The contact details are as follows:

Tel: +603 2271 1000

Fax: +603 2271 1010

Email: adndrc@aiac.world and/or aiac@adndrc.org

You are kindly requested to contact the Kuala Lumpur Office of ADNDRC to provide the contact details to which you would like (a) the official version of the Complaint and (b) other communications in the administrative proceeding to be sent.

By submitting this Complaint to the ADNDRC, the Complainant hereby agrees to abide and be bound by the provisions of the Procedure, the Rules and the Supplemental Rules.

FORM C URS

Asian Domain Name Dispute Resolution Centre (Kuala Lumpur Office)

COMPLAINT IN ACCORDANCE WITH THE UNIFORM RAPID SUSPENSION SYSTEM

This form shall be used to apply to Asian Domain Name Dispute Resolution Centre (ADNDRC) pursuant to the Uniform Rapid Suspension System, approved by the Internet Corporation for Assigned Names and Numbers (ICANN) on 1 March 2013 (the Procedure), the Rules for Uniform Rapid Suspension System, approved by ICANN Board of Directors on 28 June 2013 (the Rules) and the ADNDRC Supplemental Rules for Uniform Rapid Suspension System effective from 8 September 2014 (the Supplemental Rules).

(Note: In case any section of the form is not applicable, please put in N/A".)

CHOICE OF ADNDRC OFFICE TO ADMINISTER THE PROCEEDINGS

The Complainant hereby chooses the Kuala Lumpur Office of the ADNDRC to administer the domain name dispute proceedings referred to in this Complaint.

- 1 DISPUTED DOMAIN NAME(S):** *(Names to be listed in full)*
(If there is insufficient space, please provide details on a separate A4 sheet in the same format.)

1. _____ 2. _____ 3. _____
 4. _____ 5. _____ 6. _____
 7. _____ 8. _____ 9. _____

- 2 INDICATE THE REGISTRAR(S) WITH WHICH THE DOMAIN NAME(S) IS/ARE REGISTERED, INCLUDING THEIR FULL CONTACT DETAILS:**

FORM C URS

- 3 DETAILS OF PARTIES:** *(If there is more than one Complainant, please use a separate A4 sheet to provide the contact details for each and briefly describe the basis on which they are being joined in a common Complaint. If there is more than one respondent, a separate Form C should be used.)*

COMPLAINANT:

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of

Incorporation _____

Principal Place of

Business _____

_____**RESPONDENT:**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of

Incorporation _____

Principal Place of

Business _____

_____**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

- 4 COMPLAINANT'S PREFERRED CONTACT PERSON:**

Name of the Contact Person:
_____Information of the Contact
Person:

Telephone: _____

Email: _____

FORM C URS

- 5 INDICATE REASONS WHY THE PERSON / ENTITY IDENTIFIED IN THE COMPLAINT HAS BEEN IDENTIFIED AS THE RESPONDENT:** (Copy of database search(es) should be attached to this Complaint.)

- 6 INDICATE WHETHER THERE ARE 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:** (Please attach any supporting documentation.)

- 7 COMPLAINT:** (Please 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, in connection with which the mark is used. If applicable, please attach copies of all registration certificates.)

- 8 SUMMARIZE BRIEFLY THE FACTUAL AND LEGAL GROUNDS ON WHICH THE COMPLAINT IS MADE:** (Word limit shall be 3,000 words maximum.)

The ICANN Uniform Rapid Suspension System provides, at Paragraph 1.2.6, that in the administrative proceeding, the complainant must prove that EACH of the following three elements is present:

- (i) The disputed domain name is identical or confusingly similar to a word mark: (i) for which the Complainant holds a valid national or regional registration and that is in current use; or (ii) that has been validated through court proceedings; or (iii) that is specifically protected by a statute or treaty in effect at the time the URS Complaint is filed:

FORM C URS

- (ii) The Respondent has no rights or legitimate interests in respect of the domain name(s):

- (iii) The disputed domain name(s) was/were registered and is/are being used in bad faith:

- 9 THE COMPLAINANT SHALL SUBMIT, WITH RESPECT TO ANY CHALLENGES TO A DECISION IN THE ADMINISTRATIVE PROCEEDING TO THE JURISDICTION OF THE COURTS IN AT LEAST ONE SPECIFIED MUTUAL JURISDICTION. (Please indicate by checking ONE of the boxes provided below.)**

- ☐ the location of the principal office of the concerned registrar.
- ☐ the location of the domain name holder's address, as shown for the registration of the domain name(s) in the concerned registrar's WHOIS database at the time of the submission of the Complaint to the Center.
- ☐ the location of the principal office of the concerned registrar AND the domain name holder's address, as shown for the registration of the domain name(s) in the concerned registrar's WHOIS database at the time of the submission of the Complaint to the Center.

- 10 REGISTRATION AGREEMENT OF THE CONCERNED REGISTRAR INCORPORATING THE ICANN POLICY:** (Please attach a copy of the agreement to this Complaint.)

- 11 OTHER RELEVANT DETAILS: (Optional)**

FORM C URS

12 ADDITIONAL INFORMATION

- (i) Annex any additional documentation to support the Complaint, together with a schedule indexing such document(s).
- (ii) The Complaint may relate to more than one domain name, provided that the domain names are registered by the same domain name holder.
- (iii) This Complaint shall be submitted in electronic form in accordance with the Rules to the Kuala Lumpur Office of ADNDRC:

Asian Domain Name Dispute Resolution Centre
(Kuala Lumpur Office)
Bangunan Sulaiman,
Jalan Sultan Hishamuddin,
50000 Kuala Lumpur, Malaysia
Email: adndrc@aiac.world and/or aiac@adndrc.org
- (iv) Enclose appropriate fees in accordance with Article 14 of the Supplemental Rules.
- (v) The following documents should be consulted in connection with preparing this Complaint:
 - ICANN Uniform Rapid Suspension System (“the Procedure”);
 - ICANN Rules for Uniform Rapid Suspension System (“the Rules”);
 - ADNDRC Supplemental Rules for Uniform Rapid Suspension System (“the Supplemental Rules”)
- (vi) Any communication by a party shall be copied to the other party and the ADNDRC’s Kuala Lumpur Office.

13 CERTIFICATE

The 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) ADNDRC, or any of its Offices, or any Examiner(s) except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

The Complainant certifies that the information contained in this Complaint is to the best of the Complainant’s knowledge, complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the

FORM C URS

assertions in this Complaint are warranted under the Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

Signature: _____ Date: _____

Name and Capacity (in print): _____

RESPONSE IN ACCORDANCE WITH THE UNIFORM RAPID SUSPENSION SYSTEM

(Note: In case any section of the form is not applicable, please put in N/A".)

1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____
7. _____ 8. _____ 9. _____

2 INDICATE THE REGISTRAR(S) WITH WHICH THE DOMAIN NAME(S) ARE REGISTERED INCLUDING THEIR FULL CONTACT DETAILS:

[illegible]

FORM R URS

- 3 DETAILS OF PARTIES:** *(If there is more than one Complainant/ Respondent, please use a separate A4 sheet to provide the contact details for each and briefly describe the bases on which they are being joined in a common Complaint.)*

RESPONDENT:

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of
Incorporation _____Principal Place of
Business _____

_____**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

COMPLAINANT:

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

Legal Status _____

Place of
Incorporation _____Principal Place of
Business _____

_____**Authorized
Representative (if any):**

Name _____

Address _____

Tel No _____

Fax No _____

Email _____

- 4 RESPONDENT'S PREFERRED CONTACT PERSON:**

Name of the Contact Person:
_____Information of the Contact
Person:

Telephone: _____

Email: _____

FORM R URS

- 5 INDICATE WHETHER THERE ARE 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:** (Please attach any supporting documentation.)

- 6 CONFIRMATION OR DENIAL OF ALL OR PART OF THE COMPLAINT(S):**

- 7 SUMMARIZE BRIEFLY THE FACTUAL AND LEGAL GROUNDS ON WHICH THE COMPLAINT IS UNFOUNDED:** (Word limit shall be 3,000 words maximum.)

- 8 REGISTRATION AGREEMENT OF THE CONCERNED REGISTRAR INCORPORATING THE ICANN POLICY:** (Please attach a copy of the agreement to this Response.)

- 9 OTHER RELEVANT DETAILS: (Optional)**

FORM R URS

10 ADDITIONAL INFORMATION

- (i) This Response must be submitted within twenty (14) Calendar days of the date of commencement of the URS administrative proceeding (refer to Article 6(1) of the Supplemental Rules).
- (ii) Annex any additional documentation to support the Response, together with a schedule indexing such document(s).
- (iii) This Response shall be submitted in electronic form in accordance with the Rules to the Kuala Lumpur Office of ADNDRC:

Asian Domain Name Dispute Resolution Centre
 (Kuala Lumpur Office)
 Bangunan Sulaiman,
 Jalan Sultan Hishamuddin,
 50000 Kuala Lumpur, Malaysia
 Email: adndrc@aiac.world and/or aiac@adndrc.org
- (iv) Enclose appropriate fees if necessary in accordance with Paragraph 5(a) of the Rules and Article 14 of the Supplemental Rules.
- (v) The following documents should be consulted in connection with preparing this Response:
 - ICANN Uniform Rapid Suspension System (“the Procedure”);
 - ICANN Rules for Uniform Rapid Suspension System (“the Rules”);
 - ADNDRC Supplemental Rules for Uniform Rapid Suspension System (“the Supplemental Rules”)
- (vi) Any communication by a party shall be copied to the other party and the ADNDRC’s Kuala Lumpur Office.
- (vii) There is no need to send this Response to the concerned Registrar(s).

11 CERTIFICATE

The Respondent certifies that the information contained in this Response is to the best of the 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 the Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

Signature: _____ Date: _____

Name and Capacity (in print): _____

UNIFORM DOMAIN NAME

DISPUTE RESOLUTION POLICY

RULES FOR UNIFORM DOMAIN

NAME DISPUTE RESOLUTION

POLICY

ADNDRC SUPPLEMENTAL

RULES FOR UDRP



Uniform Domain Name Dispute Resolution Policy

Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

Notes:

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

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. **Purpose.** This Uniform Domain Name Dispute Resolution Policy (the “Policy”) has been adopted by the Internet Corporation for Assigned Names and Numbers (“ICANN”), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under [Paragraph 4](#) of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules of Procedure”), which are available at <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>, and the selected administrative-dispute-resolution service provider’s supplemental rules.

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

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

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

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

4. **Mandatory Administrative Proceeding.**

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-

dispute-resolution service providers listed at www.icann.org/en/dndr/udrp/approved-providers.htm (each, a “Provider”).

- a. Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a “complainant”) asserts to the applicable Provider, in compliance with the Rules of Procedure, that
- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
 - (ii) you have no rights or legitimate interests in respect of the domain name; and
 - (iii) your domain name has been registered and is being used in bad faith.

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

- b. Evidence of Registration and Use in Bad Faith.** For the purposes of [Paragraph 4\(a\)\(iii\)](#), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:
- (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
 - (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided

that you have engaged in a pattern of such conduct; or

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

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

- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a *bona fide* offering of goods or services; or
- (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

- d. **Selection of Provider.** The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in [Paragraph 4\(f\)](#).
- e. **Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the “Administrative Panel”).
- f. **Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.
- g. **Fees.** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in [Paragraph 5\(b\)\(iv\)](#) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.
- h. **Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.
- i. **Remedies.** The remedies available to a complainant pursuant to any proceeding before

an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

- j. **Notification and Publication.** The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.
- k. **Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we

will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. **All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.
6. **Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.
7. **Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in [Paragraph 3](#) above.
8. **Transfers During a Dispute.**
 - a. **Transfers of a Domain Name to a New Holder.** You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party

to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

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

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

Rules for Uniform Domain Name Dispute Resolution Policy (“the Rules”)

On 17 May 2018 the ICANN Board adopted a Temporary Specification for gTLD Registration Data (“Temporary Specification”). The content on this page has been superseded in whole or in part by the Temporary Specification. See the Temporary Specification for the modified or new requirements.

As approved by the ICANN Board of Directors on 28 September 2013.

These Rules are in effect for all UDRP proceedings in which a complaint is submitted to a provider on or after 31 July 2015. The prior version of the Rules, applicable to all proceedings in which a complaint was submitted to a Provider on or before 30 July 2015, is at <https://www.icann.org/resources/pages/rules-be-2012-02-25-en>. UDRP Providers may elect to adopt the notice procedures set forth in these Rules prior to 31 July 2015.

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

1. Definitions

In these Rules:

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

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

Lock means a set of measures that a registrar applies to a domain name, which prevents at a minimum any modification to the registrant and

registrar information by the Respondent, but does not affect the resolution of the domain name or the renewal of the domain name.

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

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

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

Party means a Complainant or a Respondent.

Pendency means the time period from the moment a UDRP complaint has been submitted by the Complainant to the UDRP Provider to the time the UDRP decision has been implemented or the UDRP complaint has been terminated.

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

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

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

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

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

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

Supplemental Rules means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider 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 forwarding a complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:
 - (i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing

- contact; and
- (ii) sending the complaint, including any annexes, in electronic form by e-mail to:
 - (A) the e-mail addresses for those technical, administrative, and billing contacts;
 - (B) postmaster@<the contested domain name>; and
 - (C) if the domain name (or “www.” followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and
 - (iii) sending the complaint, including any annexes, to 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 Paragraph 3(b)(v).
- (b) Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available), or by any reasonably requested preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)).
 - (c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider’s Supplemental Rules.
 - (d) Communications shall be made in the language prescribed in Paragraph 11.

- (e) Either Party may update its contact details by notifying the Provider and the Registrar.
- (f) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:
 - (i) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable
 - (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.
- (g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).
- (h) Any communication by
 - (i) a Panel to any Party shall be copied to the Provider and to the other Party;
 - (ii) the Provider to any Party shall be copied to the other Party; and
 - (iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.
- (i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i).
- (j) In the event a Party sending a communication receives notification of non-delivery of the

communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

3. The Complaint

- (a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)
- (b) The complaint 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 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);
 - (iv) Designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-

member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);

- (v) Provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);
- (vi) Specify the domain name(s) that is/are the subject of the complaint;
- (vii) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
- (viii) Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future.);
- (ix) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,
 - (1) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
 - (2) why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that

is/are the subject of the complaint;
and

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

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

- (x) Specify, in accordance with the Policy, the remedies sought;
- (xi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
- (xii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;
- (xiii) 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 administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents."

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

- (xiv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.
- (c) The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

4. Notification of Complaint

- (a) The Provider shall submit a verification request to the Registrar. The verification request will include a request to Lock the domain name.
- (b) Within two (2) business days of receiving the Provider’s verification request, the Registrar shall provide the information requested in the verification request and confirm that a Lock of the domain name has been applied. The Registrar shall not notify the Respondent of the proceeding until the Lock status has been applied. The Lock shall remain in place through the remaining Pendency of the UDRP proceeding. Any updates to the Respondent’s data, such as through the result of a request by a privacy or proxy provider to reveal the underlying customer data, must be made before the two (2) business day period concludes or before the Registrar verifies the information requested and confirms the Lock to the UDRP Provider, whichever occurs first.

Any modification(s) of the Respondent's data following the two (2) business day period may be addressed by the Panel in its decision.

- (c) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, including any annexes, electronically to the Respondent and Registrar and shall send Written Notice of the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.
- (d) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.
- (e) If the Provider dismisses the complaint due to an administrative deficiency, or the Complainant voluntarily withdraws its complaint, the Provider shall inform the Registrar that the proceedings have been withdrawn, and the Registrar shall release the Lock within one (1) business day of receiving the dismissal or withdrawal notice from the Provider.
- (f) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with sending the complaint to the Respondent.
- (g) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the

date of commencement of the administrative proceeding. The Provider shall inform the Respondent that any corrections to the Respondent's contact information during the remaining Pendency of the UDRP proceedings shall be communicated to the Provider further to Rule 5(c)(ii) and 5(c)(iii).

5. The Response

- (a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.
- (b) The Respondent may expressly request an additional four (4) calendar days in which to respond to the complaint, and the Provider shall automatically grant the extension and notify the Parties thereof. This extension does not preclude any additional extensions that may be given further to 5(d) of the Rules.
- (c) 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 (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);
 - (ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;
 - (iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and

address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);

- (iv) If Complainant has elected a single-member panel in the complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;
- (v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);
- (vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
- (vii) State that a copy of the response 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.

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

6. Appointment of the Panel and Timing of Decision

- (a) Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.
- (b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.
- (c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election

for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

- (d) Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from any ICANN-approved Provider's list of panelists.
- (e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.
- (f) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality

or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

8. Communication Between Parties and the Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. Transmission of the File to the Panel

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

10. General Powers of the Panel

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

- (e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings

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

12. Further Statements

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

13. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Default

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

provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

- (a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.
- (b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.
- (c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.
- (d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).
- (e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

- (a) Within three (3) business days after receiving the decision from the Panel, the Provider shall

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

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

17. Settlement or Other Grounds for Termination

- (a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding. A settlement shall follow steps 17(a)(i) – 17(a)(vii):
 - (i) The Parties provide written notice of a request to suspend the proceedings because the parties are discussing settlement to the Provider.
 - (ii) The Provider acknowledges receipt of the request for suspension and informs the Registrar of the suspension request and the expected duration of the suspension.
 - (iii) The Parties reach a settlement and provide a standard settlement form to the Provider further to the Provider's supplemental rules and settlement form. The standard settlement form is not intended to be an agreement itself, but only to summarize the essential terms of the Parties' separate settlement agreement. The Provider shall not disclose the completed standard settlement form to any third party.
 - (iv) The Provider shall confirm to the Registrar, copying the Parties, the outcome of the

settlement as it relates to actions that need to be taken by the Registrar.

- (v) Upon receiving notice from the Provider further to 17(a)(iv), the Registrar shall remove the Lock within two (2) business days.
 - (vi) The Complainant shall confirm to the Provider that the settlement as it relates to the domain name(s) has been implemented further to the Provider's supplemental rules.
 - (vii) The Provider will dismiss the proceedings without prejudice unless otherwise stipulated in the settlement.
- (b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings

- (a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.
- (b) In the event that a Party initiates any legal proceedings during the Pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

19. Fees

- (a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time

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

- (b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).
- (c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.
- (d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. Exclusion of Liability

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

21. Amendments

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



Asian Domain Name Dispute Resolution Centre
a charitable institution limited by guarantee registered in Hong Kong

**THE ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE
SUPPLEMENTAL RULES TO THE ORGANIZATION FOR THE
PROMOTION, PROTECTION AND PROGRESS OF FROGANS
TECHNOLOGY (OP3FT) UNIFORM DISPUTE RESOLUTION
POLICY FOR FROGANS ADDRESSES AND THE RULES
FOR THE UNIFORM DISPUTE RESOLUTION POLICY
FOR FROGANS ADDRESSES**

THE SUPPLEMENTAL RULES

(IN EFFECT AS OF 28 April 2016)

Article 1. Definitions

1. “The Rules” mean the Rules for the Uniform Dispute Resolution Policy for Frogans Addresses as approved by the OP3FT on 7 July 2015.
2. “The Policy” means the Uniform Dispute Resolution Policy for Frogans Addresses as approved by the OP3FT on 12 February 2014.
3. “The Supplemental Rules” mean these Rules which are Supplemental to the Rules and the Policy and are adopted by the Asian Domain Name Dispute Resolution Centre (ADNDRC) to assess Complaints regarding Network Name or Site Name Dispute and administer proceedings in conformity with “the Rules” and where required supplement them.
4. “The Centre” means the Asian Domain Name Dispute Resolution Centre (ADNDRC) jointly established by the China International Economic and Trade Arbitration Commission (CIETAC) and the Hong Kong International Arbitration Centre (HKIAC) on 28 February 2002 with its Beijing Office managed and operated by CIETAC, its Hong Kong Office managed and operated by HKIAC, its Seoul Office managed and operated by the Korean Internet Address Dispute Resolution Committee (KIDRC) and its Kuala Lumpur Office managed and operated by the Asian International Arbitration Centre (AIAC).

5. “Relevant Office of the Centre” shall mean the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre, or the Kuala Lumpur Office of the Centre as the case may be, or as the context may require.
6. Any terms defined in the Policy and the Rules shall have the same meaning in the Supplemental Rules.

Article 2. Scope

1. The Supplemental Rules are to be read and used in connection with the Policy and the Rules.
2. The Centre shall use the Rules, the Policy and the Supplemental Rules in connection with any Complaint submitted to it.

Article 3. Communications between Parties and the Centre

1. Unless otherwise agreed in writing beforehand with the Centre, any submission that may or is required to be made to the Centre pursuant to the Rules, the Policy and the Supplemental Rules. For any electronic submission and communications to an office of the Centre, the following address shall be used:–

if to the Beijing Office: cietac@adndrc.org

if to the Hong Kong Office: hkiac@adndrc.org

if to the Seoul Office: kidrc@adndrc.org

if to the Kuala Lumpur Office: adndrc@aiac.world

2. The relevant Office of the Centre shall maintain an archive of all communications received or required to be made under the Rules and the Supplemental Rules for a period of one year from the date of filing the initial Complaint from the Complainant. Subsequently, all communications and documentation received may be destroyed.

Article 4. Communications Between Parties and the Panel

1. Where a Party intends to send any communications to the Panelist(s), it shall be addressed through

the Office of the Centre which the Complainant has selected to administer the proceedings.

2. Where a Party sends any communications to the relevant Office of the Centre, it shall at the same time send a copy to the other Party with verification of service lodged with the relevant Office of the Centre.

Article 5. The Complaint

1. The Complainant shall have the right to select the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre or the Kuala Lumpur Office of the Centre to administer the Network Name or Site Name dispute administrative proceeding initiated by the Complainant. Such choice shall be made by the Complainant at the time the Complainant files a Complaint and such choice shall be final and binding on the Complainant and the Respondent.
2. The Complainant shall be required to send its Complaint to the Office of the Centre which the Complainant has selected to administer the proceedings, using Form C under cover of the "Complaint Transmittal Coversheet" (CTC) which are set out in Appendix 1 hereto and posted on the Web site of the relevant Office of the Centre.

Article 6. The Centre's Compliance Review

1. The relevant Office of the Centre shall, within three (3) calendar days of acknowledging the Complaint, examine the Complaint for compliance with the Policy, the Rules and the Supplemental Rules and shall notify the Parties of any deficiencies therein.
2. If in compliance, the relevant Office of the Centre shall forward the Complaint to the Respondent(s) in accordance with Paragraphs 4(c) and 19 of the Rules, within three (3) calendar days following receipt of the applicable fee under Article 15 from the Complainant.

3. The Complainant shall remedy any deficiencies identified by the relevant Office of the Centre within five (5) calendar days. Failing this, the administrative proceedings will be deemed withdrawn in accordance with Paragraph 4(d) of the Rules.
4. The administrative proceedings will be deemed to have commenced on the date that the relevant Office of the Centre forwards the Complaint to the Respondent(s).

Article 7. The Response

1. Within twenty (20) days of the date of commencement of the administrative proceedings, the Respondent shall submit a Response using Form R to the relevant Office of the Centre.
2. In accordance with Paragraph 5(c)(vii) of the Rules, the Respondent shall provide a copy of the Response to the Complainant(s).
3. Any request by the Respondent for an extension under Paragraph 5(b) *and/or* 5(e) of the Rules must be submitted in writing to the relevant Office of the Centre within the time limit for the Response.

Article 8. Panelist(s) Appointment Procedures

The Centre shall maintain and publish a list of Panelist(s) and their qualifications. Any Party may refer to the Centre's Web site at <http://www.adndrc.org> for details. For administrative proceedings, the relevant Office of the Centre shall appoint suitable person(s) from the list, having regard to:

- a. the nature of the dispute;
- b. the availability of the Panelist(s);
- c. the identity of the Parties;
- d. the independence and impartiality of the Panelist(s);
- e. any stipulation in the relevant Registration Agreement; and

- f. any suggestion made by the Parties themselves in accordance with Paragraph 6 of the Rules and if appropriate, Article 8 of the Supplemental Rules.

Article 9. Impartiality and Independence

1. The Panelist(s) shall be and remain at all times wholly independent and impartial, and shall not act as advocate for any Party during the proceedings.
2. Prior to the appointment of any proposed Panelist(s), and after the appointment, the Panelist(s) shall declare in writing to the Parties and the relevant Office of the Centre any circumstances which are likely to create an impression of bias or prevent a prompt resolution of the dispute between the Parties. Except by consent of the Parties, no person shall serve as a Panelist(s) in any dispute in which that person has any interest, which, if a Party knew of it, might lead him/her to think that the Panelist(s) might be biased.
3. After a Panelist(s) has been appointed but before rendering a decision, a Panelist(s) dies, is unable to act, or refuses to act, the relevant Office of the Centre will, upon request by either Party, appoint a replacement Panelist(s).

Article 10. Panel Decision

1. A Panel shall make its decision in writing and shall state the reasons upon which the decision is based. The decision shall be dated and signed by the Panelist(s) according to the requirements set forth in Paragraph 15 of the Rules.
2. The Panel shall forward its decision to the relevant Office of the Centre within fourteen (14) days of its appointment. In exceptional circumstances, the relevant Office of the Centre may extend the time as required for the Panel to forward its Decision.
3. The relevant Office of the Centre shall within three (3) business days of its receipt of a decision from

the Panelist(s) forwards copies of the decision to the Parties, the concerned FCR Account Administrator(s), the FCR Operator, and the OP3FT.

Article 11. Correction of Panel Decision

1. Within seven (7) days of receiving the decision, a Party may by written notice to the relevant Office of the Centre and the other Party requests the Panel to correct in the decision any errors in computation, any clerical or typographical errors or any errors of a similar nature. Any such corrections shall be given in writing to the Parties and shall become a part of the decision.
2. The Panel may correct any errors on its own initiative of the type referred to in Article 11(1) above within seven (7) days of the date of the decision being rendered.
3. Any errors of the type referred to Article 11(1) which are not corrected in accordance with Article 11(1) or 11(2) may be corrected by the relevant Office of the Centre.

Article 12. Publication of Panel Decision

The relevant Office of the Centre shall submit the decision of the Panel to the Parties, the FCR Account Administrator(s), the FCR Operator and the OP3FT as required by the Rules and the Policy. Unless the Panel determines otherwise, the relevant Office of the Centre shall publish the full decision on the Centre's Web site, listing:–

- a. the Network Name or Site Name that is in dispute and is the subject of a Complaint;
- b. the case number;
- c. the date the administrative proceedings officially began in accordance with Paragraph 4(f) of the Rules;
- d. the decision rendered by the Panelist(s) in accordance with Paragraph 15(b) of the Rules.

Article 13. Limits on Description of Written Statements

1. In accordance with Paragraph 3(b)(ix) and 5(c)(i) of the Rules, the (maximum) word limit shall be 3,000 words. Parties are required to observe this as the Panel in their own discretion shall have liberty to ignore those words exceeding the maximum stated limit.
2. In accordance with Paragraph 15(e) of the Rules, there shall be no set word limit in regard to a Panel Decision.

Article 14. Appointment of Case Administrator

1. When the Complaint is sent by the relevant Office of the Centre to the Respondent, the relevant Office of the Centre shall notify the Parties of the name and contact details of the Case Administrator responsible for the administration of the proceedings commenced by the Complainant.
2. Communication between the Panelist(s) and the Parties shall be coordinated through the Case Administrator.

Article 15. Fees (US Dollars)

1. The applicable fees for documents only administrative procedure are specified as follows:-

Number of Network: Name(s) or Site Names(s) involved in the Complaint	Fee for Panelists		ADNDRC's Adminis- trative Fee	Total Fees	
	Single Panelist	Three Panelists		Single Panelist	Three Panelists
1 to 2 Network Name(s) or Site Name(s)	US\$700	Presiding Panelist: US\$1,000 Each Co- Panelist: US\$600	US\$600	US\$1,300	US\$2,800

3 to 5 Network Name(s) or Site Name(s)	US\$900	Presiding Panelist: US\$1,200 Each Co-Panelist: US\$700	US\$700	US\$1,600	US\$3,300
6 to 9 Network Name(s) or Site Name(s)	US\$1,100	Presiding Panelist US\$1,400 Each Co-Panelist: US\$800	US\$800	US\$1,900	US\$3,800
10 Network Name(s) or Site Name(s) or more	(to be determined by The relevant office of the ADNDRC)				

2. Fees to be paid to the relevant Office of the Centre in accordance with the Supplemental Rules shall be paid by draft made payable, as the case may be, to:
- o “China International Economic and Trade Arbitration Commission” in the event the proceedings are to be administered by the Centre’s Beijing Office, or
 - o “Hong Kong International Arbitration Centre” in the event the proceedings are to be administered by the Centre’s Hong Kong Office, or
 - o “Korean Internet Address Dispute Resolution Committee” in the event the proceedings are to be administered by the Centre’s Seoul Office, or
 - o “Asian International Arbitration Centre” in the event the proceedings are to be administered by the Centre’s Kuala Lumpur Office.

All fees to be paid are in US Dollars.

3. The Complainant shall be responsible for paying the total fees provided that the Respondent has to share the fees when the Respondent chooses to have the Complaint decided by three (3) Panelists while the Complainant has chosen a single (1) Panelist.

4. The said fees do not include any payments that might have to be made to a lawyer representing a Party.
5. All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the relevant Office of the Centre shall be the responsibility of the Party making the payment.
6. In the event that the relevant Office of the Centre dismisses a Complaint due to an administrative deficiency, or the Complainant voluntarily withdraws its Complaint, the relevant Office of the Centre shall determine, in its sole discretion, the amount, if any, of fees paid which shall be refunded to a Party.

Notwithstanding anything else contained in Article 15.6, no amount of fees shall be refunded for cases withdrawn or terminated after the appointment of an Administrative Panel.

Article 16. Exclusion of Liability

1. Without prejudice to any existing rule of law, no Panelist shall be liable to any Party, a concerned FCR Account Administrator, the FCR Operator or the OP3FT for any act or omission in connection with the administrative proceedings conducted under the Rules, the Policy and the Supplemental Rules, save in the case of fraud, dishonesty or deliberate wrongdoing.
2. Without prejudice to any existing rule of law, the Centre, its officers and its staff, shall not be liable to any Party, a concerned FCR Account Administrator, the FCR Operator or the OP3FT for any act or omission in connection with any administrative proceedings conducted under the Rules, the Policy and the Supplemental Rules, save in the case of fraud, dishonesty or deliberate wrongdoing.

Article 17. Miscellaneous

1. Words importing the singular number only shall include the plural and the converse shall also apply.

2. Words importing the masculine gender shall include the feminine gender and the converse shall also apply.

Article 18. Amendments

Subject to the Policy and Rules, the Centre may amend these Supplemental Rules at its sole discretion from time to time. The amended Supplementary Rules shall come into force thirty days from its publication on the Centre's Web site.

Article 19. Interpretation

These Supplementary Rules are subject to the interpretation of the Centre.

UNIFORM RAPID SUSPENSION
SYSTEM (“URS”)

(1 March 2013)

UNIFORM RAPID SUSPENSION
SYSTEM (URS) RULES

(Effective 28 June 2013)

ADNDRC SUPPLEMENTAL
RULES FOR URS



UNIFORM RAPID SUSPENSION SYSTEM (“URS”)

1 March 2013

1. Complaint

1.1 Filing the Complaint

- 1.1.1 Proceedings are initiated by electronically filing with a URS Provider a Complaint outlining the trademark rights and the actions complained of entitling the trademark holder to relief.
- 1.1.2 Each Complaint must be accompanied by the appropriate fee, which is under consideration. The fees are non-refundable.
- 1.1.3 One Complaint is acceptable for multiple related companies against one Registrant, but only if the companies complaining are related. Multiple Registrants can be named in one Complaint only if it can be shown that they are in some way related.

1.2 Contents of the Complaint

The Complaint will be submitted using a form made available by the Provider. The Form Complaint shall include space for the following:

- 1.2.1 Name, email address and other contact information for the Complaining Party (Parties).
- 1.2.2 Name, email address and contact information for any person authorized to act on behalf of Complaining Parties.
- 1.2.3 Name of Registrant (i.e. relevant information available from Whois) and Whois listed available contact information for the relevant domain name(s).
- 1.2.4 The specific domain name(s) that are the subject of the Complaint. For

each domain name, the Complainant shall include a copy of the currently available Whois information and a description and copy, if available, of the offending portion of the website content associated with each domain name that is the subject of the Complaint.

1.2.5 The specific trademark/service marks upon which the Complaint is based and pursuant to which the Complaining Parties are asserting their rights to them, for which goods and in connection with what services.

1.2.6 An indication of the grounds upon which the Complaint is based setting forth facts showing that the Complaining Party is entitled to relief, namely:

1.2.6.1. that the registered domain name is identical or confusingly similar to a word mark: (i) for which the Complainant holds a valid national or regional registration and that is in current use; or (ii) that has been validated through court proceedings; or (iii) that is specifically protected by a statute or treaty in effect at the time the URS complaint is filed.

a. Use can be shown by demonstrating that evidence of use – which can be a declaration and one specimen of current use in commerce – was submitted to, and validated by, the Trademark Clearinghouse)

b. Proof of use may also be submitted directly with the URS Complaint.

and

1.2.6.2. that the Registrant has no legitimate right or interest to the domain name;

and

1.2.6.3. that the domain was registered and is being used in bad faith.

A non-exclusive list of circumstances that demonstrate bad faith registration and use by the Registrant include:

- a. Registrant has registered or acquired the domain name primarily for the purpose of selling, renting or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of documented out-of pocket costs directly related to the domain name; or
- b. Registrant has registered the domain name in order to prevent the trademark holder or service mark from reflecting the mark in a corresponding domain name, provided that Registrant has engaged in a pattern of such conduct; or
- c. Registrant registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- d. By using the domain name Registrant has intentionally attempted to attract for

commercial gain, Internet users to Registrant's 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 Registrant's web site or location or of a product or service on that web site or location.

- 1.2.7 A box in which the Complainant may submit up to 500 words of explanatory free form text.
- 1.2.8. An attestation that the Complaint is not being filed for any improper basis and that there is a sufficient good faith basis for filing the Complaint.

2. Fees

- 2.1 Fees as set for in the Provider's fee schedule shall be submitted with the filed Complaint.
- 2.2 Complaints listing fifteen (15) or more disputed domain names registered by the same registrant will be subject to a Response Fee which will be refundable to the prevailing party. Under no circumstances shall the Response Fee exceed the fee charged to the Complainant.

3. Administrative Review

- 3.1 Complaints will be subjected to an initial administrative review by the URS Provider for compliance with the filing requirements. This is a review to determine that the Complaint contains all of the necessary information, and is not a determination as to whether a *prima facie* case has been established.
- 3.2 The Administrative Review shall be conducted within two (2) business days of submission of the Complaint to the URS Provider.

- 3.3 Given the rapid nature of this Procedure, and the intended low level of required fees, there will be no opportunity to correct inadequacies in the filing requirements.
- 3.4 If a Complaint is deemed non-compliant with filing requirements, the Complaint will be dismissed without prejudice to the Complainant filing a new complaint. The initial filing fee shall not be refunded in these circumstances.

4. Notice and Locking of Domain

- 4.1 Upon completion of the Administrative Review, the URS Provider must immediately notify the Registry Operator (via email) after the Complaint has been deemed compliant with the filing requirements. Registry Operator notice shall include a copy of the Complaint. Within 24 hours of receipt of the Notice of Complaint from the URS Provider, the Registry Operator shall “lock” the domain, meaning the registry shall restrict all changes to the registration data, including transfer and deletion of the domain names, but the name will continue to resolve. The Registry Operator will notify the URS Provider immediately upon locking the domain name (“Notice of Lock”).
- 4.2 Within 24 hours after receiving Notice of Lock from the Registry Operator, the URS Provider shall notify the Registrant of the Complaint (“Notice of Complaint”), sending a hard copy of the Notice of Complaint to the addresses listed in the Whois contact information, and providing an electronic copy of the Complaint, advising of the locked status, as well as the potential effects if the Registrant fails to respond and defend against the Complaint. Notices must be clear and understandable to Registrants located globally. The Notice of Complaint shall be in English and translated by the Provider into the predominant language used in the Registrant’s country or territory.

- 4.3 The Notice of Complaint to the Registrant shall be sent through email, fax (where available) and postal mail. The Complaint and accompanying exhibits, if any, shall be served electronically.
- 4.4 The URS Provider shall also electronically notify the Registrar of record for the domain name at issue via the addresses the registrar has on file with ICANN.

5. The Response

- 5.1 A Registrant will have 14 Calendar Days from the date the URS Provider sent its Notice of Complaint to the Registrant to electronically file a Response with the URS Provider. Upon receipt, the Provider will electronically send a copy of the Response, and accompanying exhibits, if any, to the Complainant.
- 5.2 Respondent shall pay a Response Fee as set forth in section 2.2 above if the Complaint lists fifteen (15) or more disputed domain names against the same Registrant. In the case of fifteen (15) or more disputed domain names, the Response Fee will be refundable to the prevailing party. No additional filing fee will be charged if the Registrant files its Response prior to being declared in default or not more than thirty (30) Calendar Days following a Default Determination. For Responses filed more than thirty (30) Calendar Days after a Default Determination, regardless of the number of domain names in the Complaint, shall pay a reasonable non-refundable fee set forth in the Provider Supplemental Rules for re-examination (in addition to any applicable Response Fee required in URS Procedure 2.2).
- 5.3 Upon request by the Registrant, a limited extension of time to respond may be granted by the URS Provider if there is a good faith basis for doing so and if the request is received during the Response period, after Default, or not more than thirty (30) Calendar Days after

Determination. In no event shall the extension be for more than seven (7) Calendar Days.

- 5.4 The Response shall be no longer than 2,500 words, excluding attachments, and the content of the Response should include the following:
 - 5.4.1 Confirmation of Registrant data.
 - 5.4.2 Specific admission or denial of each of the grounds upon which the Complaint is based.
 - 5.4.3 Any defense which contradicts the Complainant's claims.
 - 5.4.4 A statement that the contents are true and accurate.
- 5.5 In keeping with the intended expedited nature of the URS and the remedy afforded to a successful Complainant, affirmative claims for relief by the Registrant will not be permitted except for an allegation that the Complainant has filed an abusive Complaint.
- 5.6 Once the Response is filed, and the URS Provider determines that the Response is compliant with the filing requirements of a Response (which shall be on the same day), the Complaint, Response and supporting materials will immediately be sent to a qualified Examiner, selected by the URS Provider, for review and Determination. All materials submitted are considered by the Examiner.
- 5.7 The Response can contain any facts refuting the claim of bad faith registration by setting out any of the following circumstances:
 - 5.7.1 Before any notice to Registrant of the dispute, Registrant's 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
 - 5.7.2 Registrant (as an individual, business or other organization) has been commonly

known by the domain name, even if Registrant has acquired no trademark or service mark rights; or

- 5.7.3 Registrant is making a legitimate or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

Such claims, if found by the Examiner to be proved based on its evaluation of all evidence, shall result in a finding in favor of the Registrant.

- 5.8 The Registrant may also assert Defenses to the Complaint to demonstrate that the Registrant's use of the domain name is not in bad faith by showing, for example, one of the following:

- 5.8.1 The domain name is generic or descriptive and the Registrant is making fair use of it.

- 5.8.2 The domain name sites are operated solely in tribute to or in criticism of a person or business that is found by the Examiner to be fair use.

- 5.8.3 Registrant's holding of the domain name is consistent with an express term of a written agreement entered into by the disputing Parties and that is still in effect.

- 5.8.4 The domain name is not part of a wider pattern or series of abusive registrations because the Domain Name is of a significantly different type or character to other domain names registered by the Registrant.

- 5.9 Other factors for the Examiner to consider:

- 5.9.1 Trading in domain names for profit, and holding a large portfolio of domain names, are of themselves not indicia of bad faith under the URS. Such conduct, however, may be abusive in a given case

depending on the circumstances of the dispute. The Examiner must review each case on its merits.

- 5.9.2 Sale of traffic (i.e. connecting domain names to parking pages and earning click- per-view revenue) does not in and of itself constitute bad faith under the URS. Such conduct, however, may be abusive in a given case depending on the circumstances of the dispute. The Examiner will take into account:

- 5.9.2.1. the nature of the domain name;
- 5.9.2.2. the nature of the advertising links on any parking page associated with the domain name; and
- 5.9.2.3. that the use of the domain name is ultimately the Registrant's responsibility.

6. Default

- 6.1 If at the expiration of the 14 Calendar Day Response period (or extended period if granted), the Registrant does not submit an answer, the Complaint proceeds to Default.
- 6.2 In either case, the Provider shall provide Notice of Default via email to the Complainant and Registrant, and via mail and fax to Registrant. During the Default period, the Registrant will be prohibited from changing content found on the site to argue that it is now a legitimate use and will also be prohibited from changing the Whois information.
- 6.3 All Default cases proceed to Examination for review on the merits of the claim.
- 6.4 If after Examination in Default cases, the Examiner rules in favor of Complainant, Registrant shall have the right to seek relief from Default via de novo review by filing a

Response at any time up to six months after the date of the Notice of Default. The Registrant will also be entitled to request an extension of an additional six months if the extension is requested before the expiration of the initial six-month period.

- 6.5 If a Response is filed after: (i) the Respondent was in Default (so long as the Response is filed in accordance with 6.4 above); and (ii) proper notice is provided in accordance with the notice requirements set forth above, the domain name shall again resolve to the original IP address as soon as practical, but shall remain locked as if the Response had been filed in a timely manner before Default. The filing of a Response after Default is not an appeal; the case is considered as if responded to in a timely manner.
- 6.6 If after Examination in Default case, the Examiner rules in favor of Registrant, the Provider shall notify the Registry Operator to unlock the name and return full control of the domain name registration to the Registrant.

7. Examiners

- 7.1 One Examiner selected by the Provider will preside over a URS proceeding.
- 7.2 Examiners should have demonstrable relevant legal background, such as in trademark law, and shall be trained and certified in URS proceedings. Specifically, Examiners shall be provided with instructions on the URS elements and defenses and how to conduct the examination of a URS proceeding.
- 7.3 Examiners used by any given URS Provider shall be rotated to the extent feasible to avoid forum or examiner shopping. URS Providers are strongly encouraged to work equally with all certified Examiners, with reasonable exceptions (such as language needs, non-performance, or malfeasance) to be determined on a case by case analysis.

8. Examination Standards and Burden of Proof

8.1 The standards that the qualified Examiner shall apply when rendering its Determination are whether:

8.1.1 The registered domain name is identical or confusingly similar to a word mark: (i) for which the Complainant holds a valid national or regional registration and that is in current use; or (ii) that has been validated through court proceedings; or (iii) that is specifically protected by a statute or treaty currently in effect and that was in effect at the time the URS Complaint is filed; and

8.1.2.1 Use can be shown by demonstrating that evidence of use – which can be a declaration and one specimen of current use – was submitted to, and validated by, the Trademark Clearinghouse.

8.1.2.2 Proof of use may also be submitted directly with the URS Complaint.

8.1.2 The Registrant has no legitimate right or interest to the domain name; and

8.1.3 The domain was registered and is being used in a bad faith.

8.2 The burden of proof shall be clear and convincing evidence.

8.3 For a URS matter to conclude in favor of the Complainant, the Examiner shall render a Determination that there is no genuine issue of material fact. Such Determination may include that: (i) the Complainant has rights to the name; and (ii) the Registrant has no rights or legitimate interest in the name. This means that the Complainant must present adequate evidence to substantiate its trademark rights in the domain name (e.g., evidence of a trademark

registration and evidence that the domain name was registered and is being used in bad faith in violation of the URS).

- 8.4 If the Examiner finds that the Complainant has not met its burden, or that genuine issues of material fact remain in regards to any of the elements, the Examiner will reject the Complaint under the relief available under the URS. That is, the Complaint shall be dismissed if the Examiner finds that evidence was presented or is available to the Examiner to indicate that the use of the domain name in question is a non-infringing use or fair use of the trademark.
- 8.5 Where there is any genuine contestable issue as to whether a domain name registration and use of a trademark are in bad faith, the Complaint will be denied, the URS proceeding will be terminated without prejudice, e.g., a URS Appeal, UDRP, or a court proceeding may be utilized. The URS is not intended for use in any proceedings with open questions of fact, but only clear cases of trademark abuse.
- 8.6 To restate in another way, if the Examiner finds that all three standards are satisfied by clear and convincing evidence and that there is no genuine contestable issue, then the Examiner shall issue a Determination in favor of the Complainant. If the Examiner finds that any of the standards have not been satisfied, then the Examiner shall deny the relief requested, thereby terminating the URS proceeding without prejudice to the Complainant to proceed with an action in court of competent jurisdiction or under the UDRP.

9. Determination

- 9.1 There will be no discovery or hearing; the evidence will be the materials submitted with the Complaint and the Response, and those materials will serve as the entire record used by the Examiner to make a Determination.

- 9.2 If the Complainant satisfies the burden of proof, the Examiner will issue a Determination in favor of the Complainant. The Determination will be published on the URS Provider's website. However, there should be no other preclusive effect of the Determination other than the URS proceeding to which it is rendered.
- 9.3 If the Complainant does not satisfy the burden of proof, the URS proceeding is terminated and full control of the domain name registration shall be returned to the Registrant.
- 9.4 Determinations resulting from URS proceedings will be published by the URS Provider on the Provider's website in accordance with the Rules.
- 9.5 Determinations shall also be emailed by the URS Provider to the Registrant, the Complainant, the Registrar, and the Registry Operator, and shall specify the remedy and required actions of the Registry Operator to comply with the Determination.
- 9.6 To conduct URS proceedings on an expedited basis, examination should begin immediately upon the earlier of the expiration of a fourteen (14) day Response period (or extended period if granted), or upon the submission of the Response. A Determination shall be rendered on an expedited basis, with the stated goal that it be rendered within three (3) Business Days from when Examination began. Absent extraordinary circumstances, however, Determinations must be issued no later than five (5) days after the Response is filed.

10. Remedy

- 10.1 If the Determination is in favor of the Complainant, the decision shall be immediately transmitted to the Registry Operator, the Complainant, the Respondent and the Registrar.
- 10.2 Immediately upon receipt of the Determination, the Registry Operator shall suspend the

domain name, which shall remain suspended for the balance of the registration period and would not resolve to the original web site. The Registry Operator shall cause the nameservers to redirect to an informational web page provided by the URS Provider about the URS. The URS Provider shall not be allowed to offer any other services on such page, nor shall it directly or indirectly use the web page for advertising purposes (either for itself or any other third party). The Whois for the domain name shall continue to display all of the information of the original Registrant except for the redirection of the nameservers. In addition, the Registry Operator shall cause the Whois to reflect that the domain name will not be able to be transferred, deleted or modified for the life of the registration.

- 10.3 There shall be an option for a successful Complainant to extend the registration period for one additional year at commercial rates.
- 10.4 No other remedies should be available in the event of a Determination in favor of the Complainant.
- 10.5 If the Examiner rules in favor of Respondent, the Provider shall notify the Registry Operator to unlock the name and return full control of the domain name registration to the Registrant.

11. Abusive Complaints

- 11.1 The URS shall incorporate penalties for abuse of the process by trademark holders.
- 11.2 A Complaint may be deemed abusive if the Examiner determines:
 - 11.2.1 it was presented solely for improper purpose such as to harass, cause unnecessary delay, or needlessly increase the cost of doing business; and
 - 11.2.2 (i) the claims or other assertions were not warranted by any existing law or

the URS standards; or (ii) the factual contentions lacked any evidentiary support

- 11.3 An Examiner may find that Complaint contained a deliberate material falsehood if it contained an assertion of fact, which at the time it was made, was made with the knowledge that it was false and which, if true, would have an impact on the outcome on the URS proceeding.
- 11.4 In the event a party is deemed to have filed two (2) abusive Complaints, or one (1) “deliberate material falsehood,” that party shall be barred from utilizing the URS for one-year following the date of issuance of a Determination finding a complainant to have: (i) filed its second abusive complaint; or (ii) filed a deliberate material falsehood.
- 11.5 Two findings of “deliberate material falsehood” shall permanently bar the Complainant from utilizing the URS.
- 11.6 URS Providers shall identify and track barred parties, and parties whom Examiners have determined submitted abusive complaints or deliberate material falsehoods.
- 11.7 The dismissal of a complaint for administrative reasons or a ruling on the merits, in itself, shall not be evidence of filing an abusive complaint.
- 11.8 A finding that filing of a complaint was abusive or contained a deliberate materially falsehood can be appealed solely on the grounds tat an Examiner abused his/her discretion, or acted in an arbitrary or capricious manner.

12. Appeal

- 12.1 Either party shall have a right to seek a de novo appeal of the Determination based on the existing record within the URS proceeding for a reasonable fee to cover the costs of the appeal. An appellant must identify the specific grounds on which the party is appealing, including

why the appellant claims the Examiner's Determination was incorrect.

- 12.2 The fees for an appeal shall be borne by the appellant. A limited right to introduce new admissible evidence that is material to the Determination will be allowed upon payment of an additional fee, provided the evidence clearly pre-dates the filing of the Complaint. The Appeal Panel, to be selected by the Provider, may request, in its sole discretion, further statements or documents from either of the Parties.
- 12.3 Filing an appeal shall not change the domain name's resolution. For example, if the domain name no longer resolves to the original nameservers because of a Determination in favor of the Complainant, the domain name shall continue to point to the informational page provided by the URS Provider. If the domain name resolves to the original nameservers because of a Determination in favor of the registrant, it shall continue to resolve during the appeal process.
- 12.4 An Appeal must be filed within fourteen (14) days after a Default or Final Determination is issued and any Response must be filed fourteen (14) days after an appeal is filed.
- 12.5 Notice of Appeal and findings by the Appeals Panel shall be sent by the URS Provider electronically to the Registrant, the Complainant, the Registrar, and the Registry Operator.
- 12.6 The Providers' rules and procedures for appeals, other than those stated above, shall apply.

13. Other Available Remedies

The URS Determination shall not preclude any other remedies available to the appellant, such as UDRP (if appellant is the Complainant), or other remedies as may be available in a court of competent

jurisdiction. A URS Determination for or against a party shall not prejudice the party in UDRP or any other proceedings.

14. Review of URS

A review of the URS procedure will be initiated one year after the first Examiner Determination is issued. Upon completion of the review, a report shall be published regarding the usage of the procedure, including statistical information, and posted for public comment on the usefulness and effectiveness of the procedure.

Uniform Rapid Suspension System (URS) Rules

Effective 28 June 2013

These Rules are in effect for all URS proceedings.

URS proceedings shall be governed by these Rules and the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

1. Definitions

In these Rules:

Business Day: means a working day as defined by the Provider in its Supplemental Rules.

Calendar Day: means that all days, including weekends and international and national holidays, shall be counted in determining deadlines and due dates. Provider Supplemental Rules may further define this term.

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

Determination: means a written outcome of a URS proceeding. Determinations may be made at the point of default, after a response, or after an appeal and may be referred to as Default Determination, Final Determination, or Appeal Determination.

Examiner: means an individual appointed by a Provider to make a Determination.

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

Mutual Jurisdiction: means a court jurisdiction at the location of either (a) the principal office of the Registrar or (b) the domain-name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time the complaint is submitted to the Provider.

New gTLD: generic top-level domains introduced in the root after 1 January 2013

Provider: means a dispute resolution service provider approved by ICANN for handling URS cases. A list of such Providers appears at <http://newgtlds.icann.org/en/applicants/urs>.

Registry Operator: means the entity responsible for operating the top level domain in which a disputed domain name is registered.

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

Registrant: means the holder of a domain name.

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

Supplemental Rules means the rules adopted by the Provider administering a URS proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the URS text 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 Provider and the Examiner, and the form of cover sheets.

URS Procedure refers to the Uniform Rapid Suspension System Procedure (currently found at <hyperlink>), which these Rules and the Provider's Supplemental Rules enhance and explain.

2. Communications

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

- (i) sending the Notice of Complaint to all email, postal- mail and facsimile addresses shown in the domain name's registration data in the Whois database for the registered domain-name holder, the technical contact, and the administrative contact, as well as to any email addresses for the Respondent provided by the Complainant; and
 - (ii) providing the Complaint, including any annexes, in electronic form, either via email to the email addresses mentioned in (i) above, or via an email link to an online platform requiring users to create an account.
- (b) Except as provided in Rule 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available).
- (c) Any communication to the Provider or the Examiner shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.
- (d) Communications shall be made in the language prescribed in Rule 9.
- (e) Either Party may update its contact details by notifying the Provider, the Registry Operator, and the Registrar.
- (f) Except as otherwise provided in these Rules, or decided by an Examiner, 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, where applicable
 - (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.
- (g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Rule 2(f).
- (h) Any communication subsequent to the Notice of Complaint as defined in Rule 2(a) by
 - (i) an Examiner via the Provider to any Party shall be copied by the Provider to the other Party;
 - (ii) the Provider to any Party shall be copied to the other Party;and
 - (iii) a Party shall be copied to the other Party, to the Provider and by the Provider to the Examiner, as the case may be.
- (i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Notice of Complaint to the Respondent by post and/or facsimile under Rule 2(a)(i).
- (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. Further proceedings concerning the communication and any response shall be as directed by the Provider.

3. The Complaint

- (a) Any person or entity may initiate a URS proceeding by submitting a Complaint in accordance with the URS Procedure, these Rules and the approved Supplemental Rules of the Provider administering the proceeding.

- (b) The Complaint, including any annexes, shall be submitted using an electronic form made available by the Provider and shall:
- (i) Request that the Complaint be submitted for determination in accordance with the URS Procedure, these Rules and the Provider's Supplemental Rules;
 - (ii) Provide the name, contact person, postal and email addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the URS proceeding;
 - (iii) Provide the name of the Respondent and all other relevant contact information from the Whois record as well as all information 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 notify the Respondent of the complaint as described in Rule 2(a);
 - (iv) Specify the domain name(s) that is/are the subject of the Complaint. The Complainant shall include a copy of the currently available Whois information and a copy, if available, of the offending portion of the website content associated with each domain name that is the subject of the complaint;
 - (v) Specify the trademark(s) or service mark(s) on which the complaint is based and the goods or services with which the mark is used including evidence of use – which can be a declaration and a specimen of current use in commerce – submitted directly or by including a relevant SMD (Signed Mark Data) from the Trademark Clearinghouse;
 - (vi) Identify which URS Procedure elements (URS 1.2.6) the Complainant contends are being violated by Respondent's use of the

domain name. This will be done by selecting the elements from URS Procedure section 1.2.6 that apply from the list provided on the Provider's Complaint form;

- (vii) An optional explanatory statement of no more than 500 words in a separate free form text box;
- (viii) 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;
- (ix) State that Complainant will submit, with respect to any challenges to a determination in the URS proceeding, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;
- (x) Conclude with agreement to the following statement:

"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 Provider and Examiner, 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 these

Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.”;

- (c) The Complaint may relate to more than one domain name, provided that the domain names are registered by the same domain- name holder.
- (d) The Complaint shall be accompanied by the filing fee, as set forth in the Provider’s Supplemental Rules. If fees are not paid within one (1) Business Day of filing, as determined at the location of the Provider, the Complaint shall be automatically dismissed.
- (e) The Complaint will not be accepted if the Provider’s check of the Repository (see Rule 17) finds the Complainant has exceeded its quota of Abusive Complaints.
- (f) URS Complaints may only be filed against domain names registered in a New gTLD.
- (g) A URS Complaint may not be filed against a domain name that is part of an open and active URS or UDRP case.
- (h) The Provider’s Supplemental Rules will specify how the Respondent shall be identified in cases where the domain name is registered with a privacy/proxy service.

4. Notice of Complaint and Locking of Domain

- (a) The Provider shall include a copy of the Complaint in its notice to the Registry Operator.
- (b) The Notice of Complaint to the Respondent shall be transmitted in English and shall be translated by the Provider into the predominant language used in the registrant’s country or territory, as determined by the country(ies) listed in the Whois record when the Complaint is filed.
- (c) The electronic copy of the Notice of Complaint may be provided via email or an emailed link to

an online platform requiring users to create an account.

5. The Response

- (a) The Response shall:
- (i) Provide the name, postal and email addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the URS proceeding;
 - (ii) Respond specifically to each of the grounds upon which the Complaint is based and include any defense which contradicts the Complainant's claims;
 - (iii) Respondent may request a finding that the Complaint was brought in abuse of the proceedings per URS Procedure Paragraph(s) 11.2 and/or 11.3;
 - (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 agrees that its claims and remedies concerning the dispute, or the dispute's resolution, shall be solely against the Complainant and waives all such claims and remedies against (a) the Provider and Examiner, 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.

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.
- (e) 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. Requests for an extension of time shall comply with the Provider's Supplemental Rules.
- (f) No affirmative claims for relief by the Respondent will be permitted except for an allegation that the Complainant has filed an abusive Complaint.
- (g) The Provider's compliance check for a Response shall at least consist of: (1) ascertaining the Response has been filed in a language acceptable under the Rules for that case; and (2) checking for payment of required fees.
- (h) The Response must be accompanied by payment of the Response fee or Reexamination fee, as appropriate in relevant cases. If a required fee is not paid within one (1) Business Day, the Response will not be considered and the case may proceed as a Default.
- (i) If the Response is determined to be non-compliant for reasons other than non-payment, the Examiner is permitted to make any reasonable inferences from the inadequacy of the Response.

- (j) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Complaint shall proceed to a Default Determination.
- (k) The Provider should normally not accept a late Response submitted after the domain name registration has expired, even if submitted before the closing date of the late Response window. The provider may in its Supplemental Rules define justified exceptions from this rule.

6. Examiner

- (a) Each Provider shall maintain and publish a publicly available list of Examiners and their qualifications.
- (b) An Examiner 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 Examiner's impartiality or independence. If, at any stage during the URS proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Examiner, the Examiner shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Examiner.

7. Communication Between Parties and the Examiner

No Party or anyone acting on its behalf may have any unilateral communication with the Examiner. All communications between a Party and the Examiner or the Provider shall be made to the Provider in the manner prescribed in the Provider's Supplemental Rules.

8. General Powers of the Examiner

- (a) The Examiner shall conduct the URS proceeding in a manner it considers appropriate in accordance with the URS Procedure and these Rules.

- (b) In all cases, the Examiner shall ensure that the Parties are treated with equality to the extent feasible.
- (c) The Examiner shall determine the admissibility, relevance, materiality and weight of the evidence.
- (d) If one or more domain names are registered with a privacy or proxy service, or the nominal registrant changes after the complaint is filed, it shall be the sole discretion of the Examiner to determine if the respondents are sufficiently related and to dismiss the Complaint with respect to any unrelated domain names. The Examiner may rely on information submitted by the Complainant and/or the Respondent(s) in making its finding.

9. Language of Proceedings

The URS Procedure Paragraph 4.2 specifies the languages in which the Notice of Complaint shall be transmitted.

- (a) The Complaint shall be submitted in English.
- (b) The Response may be provided in English, or in one of the languages used for the Notice of Complaint.
- (c) The Examiner appointed shall be fluent in English and in the language of the Response and will determine in which language to issue its Determination, in its sole discretion.
- (d) In the absence of a Response, the language of the Determination shall be English.
- (e) The Provider is not responsible for translating any documents other than the Notice of Complaint.

10. Further Statements

In order to ensure expedience of the proceeding, the Examiner may not request further statements or documents from either of the Parties.

11. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference).

12. Default

- (a) If at the expiration of the 14-day Response period (or extended period if granted), the Respondent does not submit an answer, the Complaint proceeds to Default. In case of Default, the Provider shall appoint an Examiner to review the Complaint for a prima facie case, including complete and appropriate evidence.
- (b) When a case enters Default, the Provider shall notify the Registry Operator that the Registrant is prohibited from changing content found on the site and that the Registrant is prohibited from changing the Whois information. See URS Procedure Paragraph 6.2.
- (c) The Examiner shall prepare a written Default Determination
- (d) If the Examiner finds that the Complainant has made a prima facie case according to the URS Procedure Paragraph 1.2.6 for any of the domain names in the Complaint, the Default Determination shall so state, including any additional written reasoning the Examiner wishes to append. The Examiner shall order suspension of the domain names for which a prima facie case has been established.
- (e) If the Examiner finds that the Complainant has not made a prima facie case according to the URS Procedure Paragraph 1.2.6, the Default Determination shall so state including any additional written reasoning the Examiner wishes to append. The Provider shall dismiss the Complaint as to the domain names for which a prima facie case is lacking.
- (f) If a Response is filed within six (6) months after a Default Determination (or within any extension period granted under URS Procedure

Paragraph 6.4), the Provider shall notify the Registry Operator. The Registry Operator shall modify the nameservers so that the domain name(s) resolve to the relevant IP address(es) for the domain name(s) as soon as practical, but remain locked as if the Response had been filed in a timely manner before Default.

- (g) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules, the URS Procedure or the Provider's Supplemental Rules, the Examiner shall draw such inferences therefrom as it considers appropriate.

13. Examiner Determination

- (a) An Examiner shall make a Determination (Default, Final or Appeal) of a Complaint in accordance with the URS Procedure, these Rules and any rules and principles of law that it deems applicable.
- (b) The Examiner's Determination 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 Examiner.
- (c) Examiner Determinations shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. If the Examiner concludes that the dispute is not within the scope of the URS Provider, it shall so state.
- (d) If after considering the submissions the Examiner finds that the Complaint was brought in bad faith or was brought primarily to harass the domain name holder, the Examiner shall declare in its Determination that the Complaint was brought in bad faith and constitutes an abuse of the URS proceeding.

14. Remedies

- (a) The sole remedy available to Complainant pursuant to any URS proceeding before an

Examiner shall be limited to suspension of the domain name for the balance of the registration period.

- (b) If the Complainant wishes to extend the remedy for an additional year per URS Procedure Paragraph 10.3, Complainant shall contact the Registry Operator directly regarding this option.

15. Determinations and Publication

- (a) The Provider shall publish the Determinations and the dates of implementation on a publicly accessible web site, subject to the considerations in Rule 15 (c) and (d) below. See URS Procedure Paragraphs 9.2 and 9.4. The portion of any Determination that a Complaint was brought in bad faith (see Rule 17) shall be published.
- (b) Determinations are subject to change only to correct typographical and clerical errors and shall not be subject to substantive change at the request of any party.
- (c) A Final Determination that changes a Default Determination outcome for the same case, shall replace the Default Determination on the Provider's website, unless the Examiner determines both shall be made available and so states in its Final Determination.
- (d) A Final Determination that upholds a Default Determination outcome for the same case may be published together on the Provider's website, or the Final Determination may replace the Default Determination, at the Examiner's discretion.
- (e) The Examiner or Panel has the sole discretion to require the Appeal Determination to be published either instead of, or together with, the Default or Final Determination it has overruled or upheld.
- (f) Determinations related to the same domain names and/or parties, but not part of the same

case, need not be linked in any way on the Provider's website.

16. Settlement or Other Grounds for Termination

- (a) If, before the Examiner's Determination, the Parties agree on a settlement, the Examiner shall terminate the URS proceeding.
- (b) If, before the Examiner's Determination is made, it becomes unnecessary or impossible to continue the URS proceeding for any reason, the Examiner shall terminate the proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Examiner.

17. Effect of Court Proceedings

- (a) In the event of any legal proceedings initiated prior to or during a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Examiner shall have the discretion to decide whether to suspend or terminate the URS proceeding, or to proceed to a Determination.
- (b) In the event that a Party initiates any legal proceedings during the pendency of a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Party shall promptly notify the Examiner and the Provider. See Rule 7 above.

18. Abusive Complaints

- (a) The Examiner may, of its own accord, find that a Complaint is abusive or contains deliberate material falsehoods.
- (b) A Respondent may, in its Response, allege that a Complaint was brought in an abuse of the URS process or contains deliberate material falsehoods.
- (c) Any findings by an Examiner as to abusive Complaints or deliberate materials falsehoods shall be so stated in the Determination, along

with sufficient rationale to justify the finding to any potential Appeal Panel.

- (d) Any Provider registering a case of abuse as described in the URS Procedure Paragraph 11 shall, within one (1) Business Day submit information of the abuse case to an abuse case database.
- (e) The abuse case database shall be electronically accessible to all Providers.
- (f) Upon receipt of a Complaint, the Provider shall verify the admissibility of the Complaint against the abuse case database in line with applicable URS Procedure provisions and dismiss the Complaint if not admissible.

19. Appeal

- (a) The Provider is responsible for providing the entire record in the underlying proceeding to the Appeal Panel.
- (b) Appellant shall have a limited right to introduce new admissible evidence that is material to the Determination subject to payment of an additional fee, provided the evidence clearly pre-dates the filing of the Complaint.
- (c) Appellee shall not be charged any additional fee and shall have the right to file a Reply to the Appellant's additional statements within the time period identified in the Provider's Supplemental Rules.
- (d) If the Respondent prevailed and the domain name is no longer under the Registry Operator's suspension or lock, the Provider shall notify the Registry Operator to re-lock the domain name subject to the outcome of the Appeals process, but the domain name shall continue to resolve per URS Procedure Paragraph 12.3.
- (e) If any domain name that is the subject of an Appeal is expired at the time of the filing of the Appeal, the Provider shall reject the Appeal for want of a remedy, unless the Appeal is only filed under URS Procedure Paragraph 11.8.

- (f) The remedies for an Appeal are limited to:
- (i) Affirmation of the Final Determination and the Remedy ordered. If the domain name is suspended, it shall remain suspended. If the domain name is with the Registrant, the Registry Operator shall promptly unlock the domain name following receipt of the Appeal Determination.
 - (ii) Overruling of the Final Determination and the Remedy ordered. If the domain name is suspended, the Registry Operator shall unlock the name and return full control of the domain name registration to the Registrant. If the domain name is with the Registrant, the Registry Operator shall immediately follow the steps in URS Procedure Paragraph 10.2 to suspend the domain name.
 - (iii) Overruling an Examiner's finding that a Complaint was abusive or contained a deliberate material falsehood. The Appeal Panel may replace the Final Determination with one including changes that the Appeal Panel deems appropriate.
- (g) The Providers' Supplemental Rules for URS Appeals, other than those stated above, shall apply.

20. Exclusion of Liability

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

21. Amendments

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



Asian Domain Name Dispute Resolution Centre
a charitable institution limited by guarantee registered in Hong Kong

**THE ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE
SUPPLEMENTAL RULES TO THE INTERNET CORPORATION
FOR ASSIGNED NAMES AND NUMBERS (ICANN) UNIFORM
RAPID SUSPENSION SYSTEM ("URS")**

THE SUPPLEMENTAL RULES

(IN EFFECT AS OF 8 September 2014)

Article 1. Definitions

1. **"The Procedure"** means the Uniform Rapid Suspension System Procedure (the "Procedure") as approved by ICANN and effective as of 1 March 2013.
2. **"The Rules"** means the Uniform Rapid Suspension System ("URS") Rules as approved by ICANN and effective as of 28 June 2013.
3. **"The Supplemental Rules"** means these rules which are Supplemental to the Rules and the Procedure and are adopted by the Asian Domain Name Dispute Resolution Centre (the "ADNDRC") to assess Complaints regarding Domain Name Dispute and administer proceedings in conformity with the Procedure, the Rules and where required supplement them.
4. **"The Centre"** means the ADNDRC Jointly established by the China International Economic and Trade Arbitration Commission (the "CIETAC") and the Hong Kong International Arbitration Centre (the "HKIAC") on 28 February 2002 with its Beijing Office managed and operated by CIETAC, its Hong Kong Office managed and operated by HKIAC, its Seoul Office managed and operated by Korean Internet Address Dispute Resolution Committee (the "KIDRC") and its Kuala Lumpur Office managed and operated by Asian International Arbitration Centre (the "AIAC").
5. **"Relevant Office of the Centre"** means the Beijing Office of the Centre, the Hong Kong Office of the

Centre, the Seoul Office of the Centre or the Kuala Lumpur Office of the Centre as the case may be, or as the context may require.

6. “**Business Day**” means the working day as defined in the place where the Relevant Office of the Centre is located.
7. “**Calendar Day**” means that all days, including weekends and international and national holidays, shall be counted in determining deadlines and due dates.
8. Any terms defined in the Procedure and the Rules shall have the same meaning in the Supplemental Rules.

Article 2. Scope

1. The Supplemental Rules are to be read and used in connection with the Procedure and the Rules.
2. To the extent that the Supplemental Rules conflict with the Rules, the Rules supersede.
3. The Centre shall use the Procedure, the Rules, and the Supplemental Rules in connection with any Complaint submitted to it.

Article 3. Communications

1. Any submission that may or is required to be made to the Centre pursuant to the Procedure, the Rules, and the Supplemental Rules shall be made electronically via the Internet in accordance with the Guidelines for URS Submission (the “Guidelines”) which can be found at <https://www.adndrc.org/urs/guide>.
2. Any communications to the Examiner by either Party shall be made through the Relevant Office of the Centre which the Complainant has selected to administer the proceedings.
3. Communication between the Examiner and the Parties shall be coordinated through the Case Administrator.

Article 4. The Complaint

1. The Complainant shall have the right to select the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre or the Kuala Lumpur Office of the Centre to administer the URS proceeding initiated by a Complaint filed by the Complainant. Such choice shall be made by the Complainant at the time the Complainant files a Complaint and such choice shall be final and binding on the Complainant and the Respondent.
2. The Complaint shall be accompanied by payment of the filing fee, as set forth in Article 14 of the Supplemental Rules.
3. The Complainant shall send its Complaint to the Relevant Office of the Centre selected to administer the proceedings, using the electronic complaint form (Form C_URS) in accordance with the Guidelines.

Article 5. Administrative Review

1. The Relevant Office of the Centre shall, within two (2) Business Days of acknowledging receipt of the Complaint, conduct an administrative review of the Complaint for compliance with the Procedure, the Rules, and the Supplemental Rules.
2. If a Complaint is deemed compliant with the Procedure, the Rules, and the Supplemental Rules, the Relevant Office of the Centre shall forward the Complaint to the Registry Operator in accordance with Article 4(a) of the Rules.
3. If a Complaint is deemed non-compliant with the Procedure, the Rules, and the Supplemental Rules, the Complaint will be dismissed without prejudice to the Complainant filing a new complaint in accordance with Article 3.3 of the Procedure. The initial filing fee shall not be refunded in these circumstances.
4. In accordance with Paragraph 3(h) of the Rules, in cases where the domain name is registered with a privacy/proxy service, the Relevant Office of

the Centre may request the Registry Operator to identify the Respondent when notifying the Registry Operator of the Complaint.

Article 6. The Response

1. Within fourteen (14) Calendar Days of the date of commencement of the URS administrative proceedings, the Respondent shall submit a Response in Form R_URS to the Relevant Office of the Centre in accordance with the Guidelines.
2. In accordance with Article 5.1 of the Procedure, the Respondent shall send a copy of the Response to the Complainant.
3. The Response shall be accompanied by payment of the Response Fee within one (1) Business Day, as set forth in Article 14 of the Supplemental Rules, if the Complaint relates to fifteen (15) or more disputed domain names against the same Registrant. The Response Fee will be refundable to the prevailing party.
4. If a Response is filed more than thirty (30) Calendar Days after a Default Determination, regardless of the number of disputed domain names in the Complaint, the Respondent shall pay a non-refundable fee for Re-examination set forth in accordance with Article 14 of the Rules.

Article 7. Appointment of Examiner

The Centre shall maintain and publish a list of Examiners and their qualifications. Any Party may refer to the Centre's Web site at <http://www.adndrc.org> for details. For URS proceedings, the Relevant Office of the Centre shall appoint suitable individuals from the list, having regard to:

- a. the nature of the dispute;
- b. the availability of the Examiner;
- c. the identity of the Parties;

- d. the independence and impartiality of the Examiner; and
- e. the relevant legal background;

Article 8. Impartiality and Independence of Examiner

1. The Examiner shall be and remain at all times wholly impartial and independent, and shall not act as advocate for any Party during the URS proceedings.
2. Prior to the appointment of any proposed Examiner, the Examiner shall declare in writing to the Parties and the Relevant Office of the Centre any circumstances which are likely to create an impression of bias or prevent a prompt resolution of the dispute between the Parties. If, at any stage during the URS proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Examiner, the Examiner shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Examiner.
3. Except by consent of the Parties, no person shall serve as an Examiner in any dispute in which that person has any interest, which, if a Party knew of it, might lead him/her to think that the Examiner might be biased.
4. Where an Examiner has been appointed but before rendering a Determination the appointed Examiner fails to act or refuses to act, the Relevant Office of the Centre may appoint a substitute Examiner upon request by the Parties or in its discretion.

Article 9. Examiner Determination

1. An Examiner shall make its Determination in writing and shall state the reasons upon which the Determination is based. The Determination shall be of a length that the Examiner deems appropriate and shall meet all the requirements set forth in Article 13 of the Rules.

2. The Examiner shall communicate its Determination to the Relevant Office of the Centre within three (3) Business Days of its appointment. In exceptional circumstances, the Relevant Office of the Centre may extend the time as required for the Examiner to communicate its Determination.
3. The Relevant Office of the Centre shall within 24 hours upon receipt of a Determination from the Examiner notify the Determination to the Parties, the Registrar, the Registry Operator, and ICANN, and publish the full Determination on the Centre's website according to Article 9 of the Procedure and Article 15 of the Rules.

Article 10. Correction of Examiner Determination

1. Within seven (7) Calendar Days of receiving the Determination, a Party may, by written notice to the Relevant Office of the Centre and the other Party, request the Examiner to correct in the Determination any errors in computation, any clerical or typographical errors or any errors of a similar nature. Any such corrections shall be given in writing to the Parties and shall become a part of the Determination.
2. The Examiner may, on its own motion, correct any errors of the type referred to in Article 10(1) above within seven (7) Calendar Days of the date of the Determination.

Article 11. Filing of Appeal

1. The Notice of Appeal and any new admissible evidence shall be submitted in electronic format via the online system to the Relevant Office of the Centre which conducted the Examination or Re-examination.
2. The Relevant Office of the Centre shall notify the Registry Operator of the Appeal within two (2) Business Days upon receipt of the Notice of Appeal. If the Determination being appealed granted full control of the domain name to the Registrant, the

Relevant Office of the Centre shall request the Registry Operator to re-lock the domain name subject to the outcome of the Appeal process.

Article 12. Appointment of Appeal Panel

1. The Appellant shall elect to have the Appeal decided by a single-member Panel or three-member Panel and shall pay a fee to cover the costs of the Appeal within three (3) Business Days as set forth in Article 14 of the Supplemental Rules.
2. The Relevant Office of the Centre shall appoint suitable individuals from the list of Examiners to form the Appeal Panel having regard to the factors listed in Article 7 of the Supplemental Rules. The Relevant Office of the Centre will not re-appoint the Examiner whose Determination is being appealed.
3. Where the Appellant elects to have the Appeal decided by a three-member Panel, both the Appellant and Appellee shall provide the Relevant Office of the Centre with a list of three (3) candidates from the Centre's list of Examiners within five (5) Calendar Days after the date of the Notice of Appeal. The Relevant Office of the Centre shall endeavor to appoint one Examiner from the list of candidates provided by each Party. If the Relevant Office of the Centre is unable to secure the appointment of an Examiner on its customary terms from either Party's list of candidates within ten (10) Calendar Days after the date of the Notice of Appeal, the Relevant Office of the Centre shall make that appointment from its list of Examiners. The third Examiner shall be appointed by the Relevant Office of the Centre from its list of Examiners.
4. Where the Appellant elects to have the appeal decided by a single-member Panel, the Appellee may still elect a three-member Panel within five (5) Calendar Days upon receipt of the Notice of Appeal by paying half of the applicable fees for a three-member Panel as set forth in Article 14 of the Supplemental Rules. In the event that the required

payment is not made, the appeal shall be decided by a single-member Panel.

5. The fees for a three-member Panel shall be borne in their entirety by the Appellant, except where the election for a three-member Panel was made by the Appellee within five (5) calendar days after the date of the Notice of Appeal, in which case the applicable fees shall be shared equally between the Parties.

Article 13. Determination of Appeal Panel

The Appeal Panel shall notify its Determination to the Relevant Office of the Centre with in fourteen (14) Calendar Days of its appointment. In exceptional circumstances, the Relevant Office of the Centre may extend the time as required for the Appeal Panel to communicate its Determination.

Article 14. Fees

1. The applicable fees are specified as follows:
 - (a) Fees for Examination and Re-examination:

Number of Domain Name Involved	Fees for the Complainant	Fees for the Respondent	
	(i) Filing Fees	(ii) Response Fees (Refundable to the Prevailing Party)	(iii) Re-examination Fees (If applicable, non-refundable)
1 to 5 domain names	US\$ 360	Nil	US\$ 180
6 to 14 domain names	US\$ 400	Nil	US\$ 200
15 to 29 domain names	US\$ 450	US\$ 450	US\$ 225
30 domain names or more	(To be determined by the Relevant Office of ADNDRC)		

(b) Fees for Appeal:

Number of Domain Name Involved	Single-member Panel		Three-member Panel	
	Fees for Appeal Panel	Ad- ditional Fees for Intro- duction of New Evidence	Fees for Appeal Panel	Additional Fees for Introduction of New Evidence
1 to 5 domain names	US\$ 360	US\$150	US\$ 900	US\$ 250
6 to 14 domain names	US\$ 400	US\$ 200	US\$1000	US\$ 350
15 to 29 domain names	US\$ 450	US\$ 250	US\$1,100	US\$ 500
30 domain names or more	(To be determined by the Relevant Office of ADNDRC)			

2. Fees to be paid to the Relevant Office of the Centre in accordance with the Supplemental Rules shall be paid within one (1) Business Day to:
 - “China International Economic and Trade Arbitration Commission” in the event the URS proceedings are to be administered by the Centre’s Beijing Office, or
 - “Hong Kong International Arbitration Centre” in the event the URS proceedings are to be administered by the Centre’s Hong Kong Office, or
 - “Korean Internet Address Dispute Resolution Committee” in the event the URS proceedings are to be administered by the Centre’s Seoul Office, or
 - “Asian International Arbitration Centre” in the event the URS proceedings are to be administered by the Centre’s Kuala Lumpur Office.

3. Fees do not include attorney fees.
4. All bank charges, transfer fees or any other amounts that may be levied in connection with a payment made to the Relevant Office of the Centre shall be the responsibility of the Party making the payment.
5. Fees shall be paid in US Dollars or in any other currencies the Relevant Office of the Centre agrees to accept.

Article 15. Appointment of Case Administrator

When the Complaint is transmitted by the Relevant Office of the Centre to the Respondent, the Relevant Office of the Centre shall notify the Parties of the name and contact details of the Case Administrator responsible for the administration of the proceedings commenced by the Complainant.

Article 16. Exclusion of Liability

1. Without prejudice to any existing rule of law, the Examiner shall not be liable to any Party, Registrar, Registry Operator or ICANN for any act or omission in connection with the URS proceedings conducted under the Procedure, the Rules and the Supplemental Rules, except in the case of fraud, dishonesty or deliberate wrongdoing.
2. Without prejudice to any existing rule of law, the Centre, its officers and its staff, shall not be liable to any Party, Registrar, Registry Operator or ICANN for any act or omission in connection with any URS proceedings conducted under the Procedure, the Rules, and these Supplemental Rules, except in the case of fraud, dishonesty or deliberate wrongdoing.

Article 17. Miscellaneous

1. Words importing the singular number shall include the plural and vice versa.
2. Words importing the masculine gender shall include the feminine gender and vice versa.

Article 18. Amendments

Subject to the Procedure and the Rules, the Centre may amend the Supplemental Rules from time to time at its sole discretion. The amended Supplemental Rules shall come into force after thirty (30) Calendar Days from their publication.

Article 19. Interpretation

These Supplementary Rules are subject to the interpretation of the Centre.



MYNIC'S (.MY) DOMAIN NAME

DISPUTE RESOLUTION POLICY

(THE RULES)

MYNIC'S (.MY) DOMAIN NAME

DISPUTE RESOLUTION POLICY

(THE POLICY)

AIAC SUPPLEMENTAL RULES

FOR MYDRP





MYNIC'S (.my) DOMAIN NAME DISPUTE RESOLUTION POLICY

THE POLICY

1. Purpose

- 1.1 MYNIC's (.my) Domain Name Dispute Resolution Policy ("**MYDRP**") is prepared by us, MYNIC Berhad (i.e. Malaysian Network Information Centre). It sets out the terms which govern any dispute between you, the registrant of a .my Country Code Top Level Domain ("**Domain Name**") and a third party ("**Complainant**") over your registration or use of a Domain Name.
- 1.2 Any party which wants to use the MYDRP or to participate in a Domain Name dispute resolution proceeding ("**Proceeding**") must comply with the terms of the MYDRP.
- 1.3 All Proceedings are governed and administered in accordance with the MYDRP, the Rules of the MYDRP and the Supplemental Rules of the dispute resolution service provider(s) ("**Provider**") (collectively referred to as the "**Policy and Rules**"). These Proceedings are not arbitration.

2. Your Representations

- 2.1 You agree that all of the information which you have provided to us in your registration, renewal of the Domain Name and/or in the course of a Proceeding (as applicable) is complete, current and true.
- 2.2 You also agree that the registration and any subsequent renewal of the Domain Name, either by yourself or through your authorised representative:-

- (i) will not infringe the rights of any third party; and
 - (ii) is legal, valid and in compliance with the Policy and Rules as well as all relevant applicable laws.
- 2.3 You are solely responsible to make sure that your registration and any subsequent renewal of the Domain Name does not infringe the rights of any third party.
- 2.4 You agree that we will not be liable nor will we be required to indemnify you or your officers and employees ("**Employees**") for any damages or losses which you or your Employees may suffer, arising from any situation whatsoever including, among others, your registration or renewal of the Domain Name or where the Domain Name infringes the rights of any third party.

3. Transfers, Modification & Deletion

- 3.1 We will only transfer, modify or delete your registration of the Domain Name in the following circumstances:-
- (i) where you or your duly authorised representative has instructed us to do so subject to Paragraph 17 and such instructions are authorised and in compliance with MYNIC's applicable procedures, the Policy and Rules as well as all other relevant applicable laws;
 - (ii) where you or your duly authorised representative has instructed us to do so pursuant to the Domain Name dispute being resolved amicably and in such instances, you are required to provide us with satisfactory evidence of the same;
 - (iii) where we are required to do so by an order or judgment of a Malaysian Court and in such instances, only after we receive a certified true copy of such order or judgment; or

(iv) where we are required to do so pursuant to the decision of a Panel deciding the Proceeding, subject to Paragraph 14.3,

upon which we will act accordingly.

- 3.2 We are not responsible to review or verify whether your instructions are valid or accurate.
- 3.3 We may, however, transfer, modify or delete your registration of the Domain Name in accordance with the terms of the Registration Agreement entered into between you and us or pursuant to the Policy and Rules as well as any relevant applicable laws.

4. Negotiations

- 4.1 You and the Complainant are strongly encouraged to explore the possibility of having the Domain Name dispute settled through negotiations, mediation, conciliation or any other alternative dispute resolution process before commencing a Proceeding.

5. The Proceeding

- 5.1 If the Complainant disputes your registration or use of the Domain Name, the Complainant may file a Complaint with a Provider.
- 5.2 The Complainant must establish **BOTH** of the following elements in the Complaint:–
- (i) the Domain Name is identical or confusingly similar to a trade mark or service mark to which the Complainant has rights; and
 - (ii) you have registered and/or used the Domain Name in bad faith.
- 5.3 The Complainant may also submit a Complaint to the Provider in respect of more than one Domain Name but only if all of these other Domain Names were registered by you.

6. Registration and/or use of the Domain Name in bad faith

6.1 For the purposes of paragraph 5.2(ii), evidence of your registration and/or use of the Domain Name being in bad faith may include, among others, the following circumstances:–

- (i) you registered and/or are using the Domain Name mainly to sell, rent or transfer the Domain Name for profit to the Complainant, its competitor or the owner of the trade mark or service mark; or
- (ii) you registered and/or are using the Domain Name to prevent the owner of a trade mark or service mark from using the domain name which is identical with its trade mark or service mark; or
- (iii) you registered and/or are using the Domain Name to disrupt the business of the Complainant; or
- (iv) you registered and/or are using the Domain Name for the purposes of and with the intention to attract or divert, for commercial gain, Internet users to:–
 - (a) your web site;
 - (b) a web site of the Complainant's competitor; or
 - (c) any other web site and/or online location,
by creating a possibility of confusion or deception that the web site and/or online location is operated or authorised by, or otherwise connected with the Complainant and/or its trade mark or service mark.

7. Rights and legitimate interests in the Domain Name

7.1 In answer to Paragraph 6, you may prove that your registration and/or use of the Domain Name was not in bad faith by establishing,

among others, that you have rights and legitimate interests in the Domain Name.

7.2 Evidence of your rights and legitimate interests in the Domain Name may include, among others, the following circumstances:-

- (i) before the date of your being informed of the Complainant's dispute, you had used or made preparations to use the Domain Name or a name corresponding to the Domain name in relation to a genuine offering of goods or services; or
- (ii) you are commonly known by the Domain Name even though you have acquired no trade mark or service mark rights in the same; or
- (iii) you are using the Domain Name for legitimate, non-commercial and/or fair purposes and have no intention of using the same for profits or to deceive the public.

8. Selection of the Provider, initiation of a Proceeding and appointment of the Panel

- 8.1 The Complainant must select a Provider from our list of approved dispute resolution service providers, which will manage the Proceeding (except in situations where Proceedings are consolidated). Once the Complainant has done so, it must submit its Complaint to the Provider in accordance with the Policy and Rules.
- 8.2 The procedures and steps to be taken in a Proceeding are explained in the Policy and Rules. They also explain how the Administrative Panel ("**Panel**"), which decides the Proceeding is appointed.

9. Consolidation

- 9.1 Where there is more than one Proceeding between you and the Complainant, either Party may petition to have these Proceedings consolidated and decided by the same Panel.

9.2 This petition must be brought before the first Panel which was appointed to decide the Proceedings. The Panel has the right and discretion to consolidate any of the Proceedings or all of them. However, it may only do so if these Proceedings are governed by the same versions of the Policy and Rules.

10. Fees

10.1 The Complainant will bear all the Fees (which comprise of the administrative fee and Proceeding fee) in relation to a Proceeding except where you choose to have the Proceeding decided by a three-member Panel rather than a single-member Panel chosen by the Complainant. In such an event, you must pay for half (1/2) of the Fees for the three-member Panel.

11. Our involvement in a Proceeding

11.1 We do not and will not get involved in a Proceeding and you agree that we will not be responsible or liable for any damages or losses which you, the Complainant or any other third party may suffer as a direct or indirect result of any act, omission or negligence on our part or that of the Provider, its Employees and the Panel including from the decision of the Panel.

12. Remedies

12.1 The Complainant may only request for one of the following remedies:-

- (i) transferring your registration of the Domain Name to the Complainant; or
- (ii) deletion of your registration of the Domain Name,

and in so doing, the Complainant must comply with MYNIC's applicable procedures, the Policy and Rules as well as all other relevant applicable laws.

- 12.2 Aside from the remedies stated in Paragraph 12.1, no other remedies are available. The Panel cannot grant and the Complainant cannot request for any other remedy or relief such as an award of damages or a payment of compensation.

13. Notification and publication

- 13.1 The Provider will inform us of the Panel's decision. All decisions will be published in full over the Internet. However, the Panel may, in exceptional circumstances, edit portions of its decision before the decision is published.

14. Availability of Court proceedings or other alternative dispute resolution process

- 14.1 You or the Complainant are not prevented from having the Domain Name dispute resolved by a Malaysian Court or through any other alternative dispute resolution process. Either Party may proceed to do so at any time, regardless of whether the Proceeding has commenced, concluded or otherwise.
- 14.2 When the Provider informs us of the Panel's decision in Paragraph 13.1, the Provider will also, where applicable, inform us whether the Panel has decided that your registration of the Domain Name is to be transferred to the Complainant or deleted. However, we will not implement the decision of the Panel until the expiry of ten (10) Working days (any day other than a Saturday, Sunday or a Federal public holiday) from the date the Provider informs us of the Panel's decision.
- 14.3 If you are not satisfied with the decision of the Panel, you may commence a Court action or any alternative dispute resolution process in respect of the subject matter of the Proceeding and in so doing, you must provide us with official documentation pertaining to the Court action or the alternative dispute resolution process, as the case may be, as evidence of the same.

This must be done within ten (10) Working days from the date the Provider informs us of the Panel's decision. If you do not do so within the said time period, we will proceed to implement the decision of the Panel above. If we receive the said official documentation pertaining to the Court action or the alternative dispute resolution process within the ten (10) Working days time period, we will, subject to Paragraph 14.4, not take any further action in the Domain Name dispute until we receive:-

- (i) satisfactory evidence that you and the Complainant have resolved the Domain Name dispute amicably together with your instructions to transfer or delete the registration of the Domain Name, as the case may be; or
- (ii) satisfactory evidence that the Court action or the alternative dispute resolution process, as the case may be, has been withdrawn or dismissed; or
- (iii) a certified true copy of an arbitral award or an order or judgment of a Malaysian Court pertaining to the subject matter of the Proceeding, upon which we will act accordingly.

14.4 You acknowledge that during the course of any Court action or any other alternative dispute resolution process concerning the Domain Name, should you fail to renew the registration of the said Domain Name we shall have the right to suspend and/or terminate the Domain Name and you agree that we will not be liable nor will we be required to indemnify you for any damages or losses which you may suffer as a consequence of such suspension and/or termination.

15. All other disputes or litigation

15.1 All other disputes or litigation between you and any third party (other than us) concerning the

Domain Name which are not brought pursuant to the Policy and Rules must be resolved through Court action or any other alternative dispute resolution process.

16. Our involvement in all other disputes or litigation

- 16.1 We do not and will not, at any time and under any circumstances whatsoever, participate in any disputes or litigation between you and any other third party concerning the Domain Name.
- 16.2 You agree not to name us as a party or include us in such disputes or litigation. However where you do so, we have the right to raise any defenses and to take all necessary steps to defend ourselves and avoid any damages or losses which may arise. You also agree to provide us with all necessary assistance and information which we may require for these purposes.

17. No Transfers during a Proceeding

- 17.1 You warrant not to transfer your registration of the Domain Name to any third party:–
- (i) during the course of a Proceeding or for a period of fifteen (15) Working days after the Proceeding has ended; and
 - (ii) during a pending Court action or any other alternative dispute resolution process in respect of the Domain Name, unless the transferee agrees in writing to be bound by the decision of the Court or the alternative dispute resolution process, as the case may be,

and for the purposes of Paragraph 17.1(ii), you are required to inform us of the Court action or alternative dispute resolution process and provide us with satisfactory evidence of the agreement between the transferee and you as soon as possible.

- 17.2 Notwithstanding the above, we reserve the right and discretion to restrict and/or reverse any transfer of the Domain Name which is not in compliance with the Policy and Rules as well as other relevant applicable laws.

18. Modifications to the MYDRP

- 18.1 We have the right and discretion to modify the MYDRP at any time. In the event that we do so, we will post the modified MYDRP on our web site at least one (1) month before such modifications come into effect except where circumstances beyond our control prevent us from doing so.
- 18.2 The version of the MYDRP in force at the time the Complainant submitted its Complaint to the Provider shall govern the Proceeding.
- 18.3 If you object to the modifications made to the MYDRP, your sole remedy would be to delete your registration of the Domain Name. If you do so, we are not required to refund you any fees which you may have paid to us for the registration of the Domain Name. Accordingly, all modifications which are made to the MYDRP will apply to you unless you delete your registration of the Domain Name as stated above.



MYNIC'S (.my) DOMAIN NAME DISPUTE RESOLUTION POLICY

THE RULES

1. General

- 1.1 All domain name disputes are governed and administered in accordance with MYNIC's (.my) Domain Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider (collectively referred to as the "**Policy and Rules**").

2. Definitions

- 2.1 In these Rules, the following words shall have the following meanings:-

Complainant means the Party (including its duly authorised representative, if any) which initiates a Proceeding against the Respondent to challenge the Respondent's registration or use of the domain name;

domain name dispute means a dispute concerning the Respondent's domain name;

MYNIC means MYNIC Berhad (i.e. Malaysian Network Information Centre), its officers and employees ("**Employees**");

Fees means the administrative fee and Proceeding fee stipulated in the Supplemental Rules of the Provider;

Panel means the Administrative Panel appointed to decide the Proceeding between the Parties;

Panellist	means the Administrative Panel appointed to decide the Proceeding between the Parties
Party	means the Complainant or Respondent, as the case may be, and “ Parties ” means the both of them;
Proceeding	means the domain name dispute resolution proceeding between the Parties brought under the Policy and Rules;
Provider	means a body appointed by MYNIC to provide domain name dispute resolution services in accordance with the Policy and Rules;
Respondent	means the Party (including its duly authorised representative) which has registered a domain name and against which a Complaint is filed by the Complainant;
Reverse Domain Name Hijacking	means the use of MYNIC’s Domain Name Dispute Resolution Policy in bad faith to deprive the Respondent of its domain name;
Supplemental Rules	means the Provider’s rules concerning the administration of a Proceeding and which shall not be inconsistent with MYNIC’s Domain Name Dispute Resolution Policy and these Rules; and
Working Day	means any day other than a Saturday, Sunday or a Federal public holiday.

3. Communications

3.1 Unless otherwise specified herein, all communication between the Parties and the Provider must be sent by:–

(i) electronic-mail; and
(ii) registered post, courier, or facsimile,
and will be considered to have reached its recipient:–

- (a) where sent by electronic-mail, after twenty-four (24) hours from transmission, but only if the time and date of transmission can be confirmed;
- (b) where sent by registered post to an address in Malaysia, three (3) Working days after the date of posting;
- (c) where sent by registered post to an address outside of Malaysia, seven (7) Working days after the date of posting;
- (d) where sent by courier to an address in Malaysia, one (1) Working day after the date of being dispatched via courier;
- (e) where sent by courier to an address outside of Malaysia, three (3) Working days after the date of being dispatched via courier; and
- (f) where sent by facsimile, upon the confirmation of transmission by way of a transmission report.

3.2 In the event communication is effected by way of hand delivery, it will be considered to have reached its recipient after the recipient's Employees have acknowledged receipt of such communication.

3.3 All communication made by electronic-mail must as far as possible be sent in plain text. All attachments and/or annexures accompanying such communication must as far as possible be in the format stipulated by the Provider.

3.4 Except for the submission of the Complaint, Response and Reply, no Party may communicate with the Provider unless the other Party is forwarded with a copy of the said communication in the same manner and at the

same time the communication is made, failing which the communication will be disregarded by the Provider.

- 3.5 It is the sender's responsibility to keep a record of the sending of any such communication. These records must be available for the inspection of any of the other parties whenever required.
- 3.6 If either the Complainant or Respondent receives a notification that a communication sent by them to the other Party has not been received, it must immediately inform the Provider. Subsequent to this, all communication concerning a Proceeding will be conducted as instructed by Provider.
- 3.7 Either Party may update its contact details by notifying the Provider, which shall then inform the other Party and the Panel (if a Panel has been appointed).
- 3.8 Except as otherwise provided in these Rules, all time periods calculated herein shall begin to run on the earliest date that the communication is deemed to have reached its recipient in Rule 3.1.

4. The Complaint

- 4.1 In order to initiate a Proceeding, a Complaint must be submitted to the Provider in accordance with the Policy and Rules. The Complaint must be submitted in:-
 - (i) electronic form; and
 - (ii) hard copy, by registered post, courier or hand delivery.
- 4.2 The Complaint must:-
 - (i) provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Complainant;
 - (ii) subject to Rule 3.1, specify a preferred method for communications and the Complainant's contact person, if any;

- (iii) state whether the Complainant chooses to have the Proceeding decided by a single-member (a Panel made up of one Panellist) or three-member Panel (a Panel made up of three Panellists) and, in the event the Complainant opts for a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panellists (the Complainant will choose its candidates from the Provider's list of Panellists);
- (iv) provide the name of the Respondent and any other relevant information (including the Respondent's postal address, telephone and facsimile numbers and electronic-mail address), which will be able to assist the Provider in sending the Complaint to the Respondent;
- (v) specify the domain name(s) which is/are in dispute;
- (vi) specify the trade mark(s) or service mark(s) on which the Complaint is based and for each mark, describe the goods or services to which it relates;
- (vii) specify the remedies sought;
- (viii) identify any legal proceedings which involve the domain name(s) that may have been commenced or terminated by the Complainant;
- (ix) state that the Complainant agrees to be bound by the exclusive jurisdiction of the Malaysian Courts in relation to any Court proceedings commenced by either Party in respect of the disputed domain name or where arbitration proceedings are commenced, that the Complainant agrees to comply with either the Arbitration Act 2005 or the Rules of the Asian International Arbitration Centre, as the case may be; and

- (x) end the Complaint with the following statement and the signature of the Complainant:–

“The Complainant agrees that its claims and remedies concerning the registration or use of the domain name, the domain name dispute or its resolution shall be solely against the Respondent and accordingly, the Complainant waives all other claims and remedies against MYNIC, the Provider and its Panellists, as well as their respective officers and employees, except in the case of fraud or deliberate wrongdoing.”

“Further thereto, the Complainant certifies that the information contained in this Complaint is, to the best of the Complainant’s knowledge, complete, current, accurate and true, that this Complaint is not being presented for any improper purpose and that the assertions in this Complaint are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument.”

“The Complainant, in consideration of this domain name dispute resolution procedure made available by MYNIC, hereby agrees and acknowledges to be bound by the provisions set out in MYNIC’s Domain Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider (“Policy and Rules”). Further thereto and also in consideration of the said domain name dispute resolution procedure made available by MYNIC, the Complainant agrees, acknowledges and undertakes to indemnify MYNIC, its officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against MYNIC as a direct or indirect result of the domain name dispute or pursuant to the Policy and Rules.”

4.3 The Complaint must also state the grounds on which it is made, specifically:–

- (i) the manner in which the domain name(s) is/are identical or confusingly similar to a trade mark or service mark in which the Complainant has rights; and
- (ii) why the domain name(s) should be considered as having been registered and/or used by the Respondent in bad faith.

(This portion of the Complaint shall comply with any word or page limit set forth in the Supplemental Rules.)

4.4 All relevant documents and evidence which the Complainant is relying on should be attached to the Complaint, together with a schedule indexing the same and, as far as possible should be submitted in electronic form as well.

4.5 The Complainant must then pay the Provider the Fees stated in Rule 21 within five (5) Working days after it has submitted the Complaint to the Provider.

4.6 The Complainant may also submit a Complaint to the Provider in respect of more than one domain name but only if these other domain names were registered by the same Respondent.

5. Notification of the Complaint

5.1 When the Provider receives the Complaint from the Complainant, the Provider must review the Complaint to make sure that it is complete and complies with the requirements of the Policy and Rules.

5.2 Where the Provider finds that the Complaint is complete and in compliance with the Policy and Rules, the Provider will send the Complaint to the Respondent within three (3) Working days after the Provider has received payment of the Fees stated in Rule 4.5.

5.3 The Provider is responsible for taking all reasonable steps to make sure that the Respondent receives the Complaint. The Provider shall use the following measures to discharge this responsibility:-

- (i) sending the Complaint to all postal-mail and facsimile addresses of the registrant, administrative contact, technical contact and billing contact of the registered domain name holder as stated in MYNIC's publicly accessible database of domain name information; and
- (ii) sending the Complaint in electronic form by e-mail to:-
 - (a) the electronic-mail addresses of those administrative, technical and billing contacts;
 - (b) postmaster@<the contested domain name>; and
 - (c) if the domain name (or "www." followed by the domain name) leads to a web page (but not a web page which is used for parking domain names), any electronic-mail address which is shown or linked to that web page; and
- (iii) to the extent practicable, as determined at the sole discretion of the Provider, by sending the Complaint to all other addresses provided to the Provider by the Complainant under Rule 4.2(iv).

5.4 Where the Provider finds that the Complaint is incomplete or is not in compliance with the Policy and Rules, the Provider will notify the Complainant accordingly. The Complainant then has five (5) Working days to make the necessary corrections to the Complaint. If the Complainant is unable to do so or where the Complainant fails to make payment of the Fees stated in Rule 21, the Complaint will be considered to have been withdrawn without prejudice to the right of the Complainant to submit a fresh Complaint

in respect of the same domain name. In such cases, the administrative fee will be retained by the Provider while the Proceeding fee will be refunded to the Complainant.

- 5.5 Further to Rule 5.4, the Provider shall make the refund stated therein within seven (7) Working days from the date the Provider determines that a refund is required and in any case, no later than one (1) month from the date the Provider receives payment of the Fees from the Complainant.
- 5.6 The Proceeding will commence when the Respondent is considered to have received the Complaint from the Provider under any of the modes stated in Rule 3.1, whichever being the earliest. The Provider will also inform the Parties and MYNIC of the date of commencement of the Proceeding.

6. The Response

- 6.1 The Respondent has fifteen (15) Working days from the date the Proceeding commences to submit its Response to the Provider in:-
 - (i) electronic form; and
 - (ii) hard copy, by registered post, courier or hand delivery.
- 6.2 The Response must respond specifically to the Complainant's allegations in the Complaint and specify the reasons why the Respondent should be allowed to keep the registration and use of the domain name(s) and why the Respondent should not be found to have registered and/or used the domain name in bad faith. For this purpose, the Respondent may, among others, raise circumstances establishing that it has rights and legitimate interests in the domain name as elaborated upon in Paragraph 7 of MYNIC's Domain Name Dispute Resolution Policy.

(This portion of the Response shall comply with any word or page limit set forth in the Supplemental Rules.)

6.3 The Response must also

- (i) provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Respondent;
- (ii) subject to Rule 3.1, specify a preferred method for communications and the Respondent's contact person, if any;
- (iii) in the case where the Complainant has opted to have the Proceeding decided by a single-member Panel, state whether the Respondent chooses to have the Proceeding decided by a three-member Panel;
- (iv) in the case where either the Complainant or the Respondent has opted to have the Proceeding decided by a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panellists (the Respondent will choose its candidates from the Provider's list of Panellists);
- (v) identify any legal proceedings which involve the domain name(s) that may have been commenced or terminated by any party;
- (vi) state that the Respondent agrees to be bound by the exclusive jurisdiction of the Malaysian Courts in relation to any Court proceedings commenced by either Party in respect of the disputed domain name or where arbitration proceedings are commenced, that the Complainant agrees to comply with either the Arbitration Act 2005 or the Rules of the Asian International Arbitration Centre, as the case may be; and
- (vii) end the Response with the following statement and the signature of the Respondent:—

“The Respondent certifies that the information contained in this Response is, to the best of the Respondent’s knowledge, complete, current, accurate and true and that the assertions in this Response are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument”.

“The Respondent hereby agrees and acknowledges to be bound by the provisions set out in the Registration Agreement, MYNIC’s Domain Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider (“Policy and Rules”). Further thereto and for the avoidance of doubt, the Respondent further agrees, acknowledges and undertakes to indemnify MYNIC, its officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against MYNIC as a direct or indirect result of the domain name dispute or pursuant to the Policy and Rules.”

- 6.4 All relevant documents and evidence on which the Respondent is relying should be attached to the Response, together with a schedule indexing the same and, as far as possible should be submitted in electronic form as well.
- 6.5 If the Complainant had originally chosen a single-member Panel to decide the Proceeding but the Respondent chooses a three-member Panel instead, the Respondent must pay half (1/2) of the Fees for the three-member Panel. The Respondent must make this payment within the fifteen (15) Working days stated in Rule 6.1 and if the Provider does not receive the Respondent’s payment by the end of the fifteen (15) Working days stated in Rule 6.1, the Proceeding will be decided by a single-member Panel only.
- 6.6 Where there are exceptional circumstances, the Respondent may request the Provider for more time to submit its Response but

only if the Respondent supplies the Provider with an explanation or evidence of these exceptional circumstances. The Provider has the sole discretion to decide whether to give the Respondent more time to submit its Response. Although the Parties may come to an agreement in writing that the Respondent should be given more time to submit its Response, the agreement will have no effect unless the Provider approves it.

- 6.7 Unless there are exceptional circumstances; if the Respondent does not submit a Response, the Panel will decide the Proceeding based on the Complaint.

7. Reply

- 7.1 Once the Response has been submitted to the Provider and sent to the Complainant by the Provider, the Complainant then has five (5) Working days to:
- (i) submit its Reply to the Provider, if any; and/or
 - (ii) in the case where the Complainant had initially chosen to have the Proceeding decided by a single-member Panel but the Respondent subsequently chose to have the Proceeding decided by a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panellists (the Complainant will choose their candidates from the Provider's list of Panellists), in both electronic form and in hard copy (by registered post, courier or hand delivery).
- 7.2 The Reply must comply with the relevant provisions of Rule 4. The Reply may only answer the allegations made by the Respondent in the Response and must not raise any new issues whatsoever.
- 7.3 The Reply shall comply with any word or page limit set forth in the Supplemental Rules.

8. Appointment of the Panel

- 8.1 Each Provider must maintain and publish a list of its Panellists on its web site. The list must specify the relevant qualifications and contact details of the Panellists.
- 8.2 In the event that neither Party opts for a three-member Panel, the Provider will randomly appoint a single Panellist to decide the Proceeding within five (5) Working days after it has received the Response or Reply, as applicable, or after the lapse of the time period for the submission of the Response or Reply, as the case may be.
- 8.3 Where either Party has opted for a three-member Panel, the Provider will randomly appoint a Panellist from each Party's choice of candidates. The third Panellist will be appointed by the Provider.
- 8.4 Where either Party has opted for a three-member Panel and a Party does not provide the Provider with its choice of candidates or where the Provider does not receive the same by the end of the applicable period, the Provider will randomly choose a Panellist for that Party.
- 8.5 The Provider will choose the Panellists to make up the three-member Panel within five (5) Working days after the date the Provider should have received the Parties' choice of candidates.
- 8.6 Once the Panel is appointed, the Provider will inform the Parties of the names of the chosen Panellist(s).
- 8.7 If the Complainant chooses a three-member Panel, the Complainant must bear all the Fees in the Proceeding. However, where the Complainant had originally chosen a single-member Panel but the Respondent then chooses a three-member Panel, the Fees will then be shared equally between the Parties.

9. Impartiality & Independence of the Panellist

- 9.1 Each Panellist must be impartial and independent. Before accepting any appointment, the Panellist must inform the Provider of any circumstances or facts which may raise justifiable doubts as to the Panellist's impartiality or independence. The Panellist and/or either of the Parties, as the case may be, must also immediately inform the Provider if they discover such circumstances or facts during a Proceeding.
- 9.2 If the Provider finds that such justifiable doubts are warranted, whether raised by the Panellist in question, another Panellist in the Panel or any of the Parties in a Proceeding, the Provider will remove the current Panel and appoint a new Panel in the same manner specified in Rule 8. Where the Panellist in question was sitting in a three-member Panel, the Provider has the discretion whether or not to dissolve and replace the entire three-member Panel or to remove the Panellist(s) in question and reappoint a replacement Panellist(s).
- 9.3 For the purposes of Rule 9.1, each Panellist appointed to sit in a Panel must supply the Provider with a Declaration of Impartiality and Independence. This Declaration will be evidence of the Panellist's impartiality and independence in deciding a Proceeding.

10. Communication between the Parties and the Panel

- 10.1 Neither Party may unilaterally initiate any communication with the Panel.
- 10.2 Any communication between the Panel and a Party or vice versa must be forwarded to the other Party and the Provider in the same manner and at the same time the communication is made.

11. Transmission of the File to the Panel

- 11.1 The Provider will forward the file containing the relevant documents received from the Parties to the Panel once the Panel is appointed.

12. General Powers & Conduct of the Panel

- 12.1 The Panel must conduct the Proceeding in compliance with the Policy and Rules. The Panel must also make sure that the Parties are treated fairly and that each Party is provided with a fair opportunity to present its case.
- 12.2 The Panel must make sure that the Proceeding runs smoothly and efficiently. In exceptional circumstances, where requested by the Parties or as determined to be necessary by the Panel, the Panel has the right and discretion to extend any time periods stated in the Policy and Rules and where it does so, it will inform the Provider, who will in turn inform the Parties accordingly.
- 12.3 The Panel will decide whether the evidence presented by the Parties is admissible. If the evidence is admissible, the Panel will then decide on the relevance and importance of such evidence.
- 12.4 The Panel also has the right and discretion to decide whether to consolidate multiple Proceedings into a single Proceeding in accordance with the Policy and Rules.

13. Language of the Proceeding

- 13.1 The Proceeding must be conducted in Bahasa Melayu and/or the English Language.
- 13.2 The Panel, however, has the right and discretion to accept any evidence in languages other than Bahasa Melayu or the English Language. However, such evidence must be accompanied by a duly certified translation of the entire or relevant portion of the evidence in either Bahasa Melayu or the English Language.

14. Further Statements

- 14.1 The Panel has the right and discretion to request for further statements or documents from either Party through the Provider and to take such further statements or documents into consideration.

15. In-Person Hearings

- 15.1 No in-person hearings (including hearings by way of telephone conference, video conference and web conference) are allowed. However, in exceptional circumstances, the Panel has the right and discretion to allow and conduct in-person hearings if the Panel decides that it is necessary to do so but only when both Parties are present.

16. Default

- 16.1 In the event that a Party does not comply with the time periods in the Policy and Rules or the time periods of the Panel, the Panel must proceed to a decision on the Proceeding unless there are any exceptional circumstances.
- 16.2 Where a Party does not comply with any request made by the Panel or any provision or requirement of the Policy and Rules, the Panel may draw inferences from it as the Panel considers appropriate unless there are any exceptional circumstances.

17. Decision of the Panel

- 17.1 The Panel will decide a Proceeding based on the documents and evidence submitted by the Parties, the Policy and Rules as well as any other rules and principles of law which are applied in Malaysia. For the avoidance of doubt, the decisions of other Panels in previous Proceedings or other domain name dispute cases are not binding precedent and should not be treated as such.
- 17.2 If the Panel decides in favour of the Complainant, the Panel may order that the Respondent's registration of the domain name be transferred to the Complainant or deleted. The Panel is not allowed to make any other order such as an award of damages or a payment of compensation.

- 17.3 Barring any exceptional circumstances, the Panel will forward its decision to the Provider within fourteen (14) Working days after it has received the file in Rule 11.1.
- 17.4 In the case of a three-member Panel, the decision of the Panel shall be by majority.
- 17.5 The Panel's decision must be in writing. It must state the reasons on which the Panel's decision is based, the date of the decision and the name(s) of the Panellist(s) deciding the Proceeding.
- 17.6 The decision of the Panel (including the dissenting opinions of any Panellist) must comply with the Supplemental Rules. Any dissenting opinions must also accompany the majority decision.
- 17.7 If the Panel finds that the domain name dispute does not fall within the scope of MYNIC's Domain Name Dispute Resolution Policy, the Panel must state so.
- 17.8 If the Panel finds that the Complaint was brought in bad faith, for example, in an attempt at Reverse Domain Name Hijacking or to harass the Respondent, the Panel must declare the same in its decision.

18. Communication of the Decision to the Parties & Publication of the Decision

- 18.1 The Provider must inform the Parties and MYNIC of the decision within three (3) Working days after it receives the decision from the Panel. The Provider will also inform the Parties and MYNIC of the date when the decision is to be implemented, where applicable, subject to Paragraph 14 of MYNIC's Domain Name Dispute Resolution Policy.
- 18.2 The decision of the Panel must be published and made accessible to the public on the web site of the Provider.
- 18.3 A Proceeding will be considered to have concluded when the Provider informs MYNIC of

its outcome, whether it is decided upon by the Panel or otherwise terminated in accordance with the Policy and Rules.

19. Settlement or other Grounds for Termination

19.1 The Parties must immediately inform the Provider if they agree to settle the domain name dispute before the Panel is appointed, or where the Panel has been appointed, inform the Provider and the Panel of the same before the Panel comes to a decision. The Parties must also supply the Provider and the Panel (where appointed), with a written and signed agreement indicating the settlement. Once the Provider and the Panel (where appointed), receive this agreement, the Proceeding will be terminated and the Provider will inform the Parties and MYNIC of the same.

19.2 If at any time after the Panel is appointed, the Panel finds that it is unnecessary or impossible to continue with the Proceeding, the Panel will inform the Parties that the Proceeding is to be terminated and the reasons therefor. Either Party may then object to the termination of the Proceeding but must do so within a reasonable time period as set by the Panel. If the objections raised are not acceptable or no objections are raised at the end of the said time period, the Panel will proceed to terminate the Proceeding.

19.3 Where a Proceeding is terminated by:–

- (i) the Panel, the Panel will inform the Provider of the same and the reasons therefor and thereupon, the Provider will inform MYNIC and the Parties accordingly;
 - (ii) the Provider, the Provider will inform MYNIC and the Parties of the same and the reasons therefor accordingly.
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20. Effect of Court Action or Any other Alternative Dispute Resolution Process

20.1 If any Court action or any other alternative dispute resolution process is initiated before or during a Proceeding in respect of the domain name(s), the Panel has the right and discretion to suspend or terminate the Proceeding or to continue with the Proceeding.

21. Fees

21.1 The Complainant must pay the Provider the Fees for the single-member Panel or three-member Panel, as applicable, within five (5) Working days from its submission of the Complaint to the Provider. If the Complainant does not do so, the Complaint will be considered withdrawn.

21.2 Where the Respondent chooses a three-member Panel in Rule 6.3(iii), the Respondent must pay for half (1/2) of the Fee for the three-member Panel within the fifteen (15) Working days stated in Rule 6.1. In all other cases, the Complainant must bear all of the Fees. However, in exceptional circumstances, for example, where an in-person hearing is held, the calculation and payment of the relevant fees may be agreed by the Parties.

21.3 The Provider will not take any action on the Complaint or commence a Proceeding unless it receives payment of the Fees stated in Rule 21.1 from the Complainant.

21.4 For the avoidance of doubt, any payment made by any of the Parties to the Provider pursuant to these Rules, shall only be considered to have been received by the Provider when the payment is credited to the Provider's account.

21.5 If a Proceeding is withdrawn by the Complainant at any time before a Panel has been appointed, the Provider will retain the administrative fee and refund the Parties the Proceeding fee paid for the Proceeding.

21.6 Further to Rule 21.5, the Provider shall make the refund stated therein within seven (7) Working days from the date the Proceeding is withdrawn by the Complainant. No refund will be made whatsoever once a Panel has been appointed.

21.7 In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel. Further, such fees are to be paid in such time and in such proportions as between the Parties, as the Provider determines in its sole discretion.

22. Limitation of Liability

22.1 Except and only in cases of deliberate wrongdoing, neither the Provider nor the Panel will be liable to any Party for the acts, omissions or negligence on their part or that of their Employees in connection with a Proceeding or any matters relating thereto.

22.2 Further thereto and notwithstanding anything contained herein, MYNIC shall not, under any circumstances whatsoever, be liable to either Party or any other third party for its acts, omissions or negligence or that of its Employees in connection with a Proceeding as well as any matters relating thereto or resulting therefrom.

23. Indemnity

23.1 The Parties, jointly and severally, undertake to indemnify MYNIC and its Employees for any damages or losses which they have suffered or will suffer as a result of any claims or actions, including but not limited to those based on intellectual property rights such as trade mark infringement and copyright infringement, passing-off, injury to business goodwill and reputation, which are brought against MYNIC

as a direct or indirect result of the disputed domain name or pursuant to the Policy and Rules.

- 23.2 Further to Rule 23.1, the Parties agree that MYNIC reserves the sole rights and discretion as to which Party to claim an indemnity against and for the avoidance of doubt, where a claim for indemnity is brought by MYNIC against one Party, such claim shall not preempt, extinguish or limit MYNIC's rights and discretion to claim an indemnity against the other Party. MYNIC shall also be entitled to exercise its rights and discretion to claim an indemnity against the Parties in any order or concurrently and MYNIC's delay or failure to exercise its said rights and/or discretion herein shall not be deemed as a waiver of the same.

24. Amendments

- 24.1 The version of these Rules which are in force when the Complaint is submitted to the Provider will govern the Proceeding.
- 24.2 MYNIC may amend these Rules from time to time as it considers fit. The amended Rules will be posted on MYNIC's web site at least one (1) month before becoming effective except where circumstances beyond the control of MYNIC prevent it from doing so.

25. Miscellaneous

- 25.1 Words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership incorporated or unincorporated and vice versa.
- 25.2 Words importing any gender shall include any other gender.
- 25.3 Words importing the singular number shall include the plural number and vice versa, including the definitions referred to in Rule 2.1 herein.

ASIAN INTERNATIONAL ARBITRATION CENTRE

SUPPLEMENTAL RULES TO MYNIC'S (.MY) DOMAIN NAME DISPUTE RESOLUTION POLICY

1. Scope

- (a) **Relationship to Rules.** These Supplemental Rules are to be read and used in connection with MYNIC's (.my) Domain Name Dispute Resolution Policy and Rules.
- (b) The Centre shall apply the Rules, the Policy and the Centre's Supplemental Rules in effect at the time a Complaint is submitted.

2. Definitions

- (a) **Centre** means the Asian International Arbitration Centre, whom MYNIC has appointed to provide domain name dispute resolution services in accordance with the Policy and Rules.
- (b) **MYNIC** means MYNIC Berhad (i.e. Malaysian Network Information Centre), its officers and employees ("Employees").
- (c) **Policy** means MYNIC's (.my) Domain Name Dispute Resolution Policy.
- (d) **Proceeding** means a proceeding under MYNIC's (.my) Domain Name Dispute Resolution Policy and Rules and the Supplemental Rules of the Centre.
- (e) **Rules** means the Rules of MYNIC's (.my) Domain Name Dispute Resolution Policy.
- (f) **Supplemental Rules** means these Supplemental Rules.
- (g) **Working day** means any day other than a Saturday, Sunday or a Federal public holiday.

3. Communications

All communications pursuant to Rule 3 of the Rules shall be directed to the Centre and not to the Panel.

4. The Complaint

- (a) The section in the Complaint that is in relation to Rule 4.3 of the Rules shall not exceed five thousand (5,000) words, not including annexed material and exhibits.
- (b) The Complaint shall be sent to the Centre:
 - (i) in electronic form; and
 - (ii) in hard copy, either by registered post, by courier or by hand delivery.
- (c) The Complainant shall submit three (3) hard copies of the Complaint to the Centre if the Complainant requests a single- member Panel. The Complainant shall submit five (5) hard copies of the Complaint if the Complainant requests a three (3) member Panel. If the Respondent requests a three-member Panel, the Complainant may be asked to submit additional copies of the Complaint.
- (d) The Complainant shall send or transmit its Complaint under cover of the Complaint Transmittal Coversheet posted on the Centre's web site.
- (e) The Centre shall not take any further action including examining the completeness of the Complaint and/or its compliance with the Rules until it has received the Fees.

5. Commencement of Proceeding

For the purpose of the Rules and these Supplemental Rules, a Proceeding commences on the date the Respondent should have received the Complaint initiated under these Rules.

6. The Response

- (a) The section in the Response that is in relation to Rule 6.2 of the Rules shall not exceed five thousands (5,000) words, not including annexed material and exhibits.
- (b) The Response shall be sent to the Centre:
 - (i) in electronic form; and
 - (ii) in hard copy, either by registered post, by courier or by hand delivery.
- (c) The Respondent shall submit three (3) hard copies of the Response to the Centre if the Complainant requested a single-member Panel. If the Complainant or Respondent requested a three-member Panel, the Respondent shall submit five (5) hard copies of the Response to the Centre.
- (d) If the Respondent fails to submit its Response within the time specified in Rule 6.1 of the Rules without showing any exceptional circumstances for such failure, the Centre shall proceed to appoint a Panel.

7. Extension for Filing a Response

The Respondent may request additional time to submit a Response. The Centre 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 shall be approved if any of the conditions set forth in Rule 6.6 of the Rules have not been performed.

8. Reply

The Complainant may submit its Reply (if any) in accordance with Rule 7 of the Rules. The Reply shall not exceed five thousand (5,000) words, not including annexed material and exhibits.

9. Submission of other Written Statements and Documents; No Amendment to the Complaint

- (a) The Panel may, through the Centre, request from the Parties further written statements and documents. The Parties shall submit the requested items to the Centre within five (5) Working days after the date of the request.
- (b) The further written statements and/or documents shall be submitted to the Centre:
 - (i) in electronic form; and
 - (ii) in hard copy, either by registered post, by courier or by hand delivery.
- (c) If the Panel is a single-member Panel, three (3) hard copies of the requested further written statements and/or documents shall be submitted. If the Panel is a three-member Panel, five (5) hard copies of the requested further written statements and/or documents shall be submitted.
- (d) Each submission shall:
 - (i) be timely submitted as provided under Rule 9 (a) of these Supplemental Rules; and
 - (ii) not amend the Complaint, Response or Reply, as the case may be.

10. The Record of the Proceeding

The Complaint, Response, Reply (if any) and further written statements and documents referred to in Rule 9 of these Supplemental Rules and Rule 14 of the Rules shall constitute the complete record to be considered by the Panel.

11. In-Person Hearings

No in-person hearings (including hearings by way of telephone conference, video conference and web conference) are allowed except as provided in Rule 15 of the Rules.

12. Appointment of Panel

- (a) The Centre shall maintain and publish a list of Panellists and their qualifications in the Centre's web site. The Centre shall appoint a Panellist from this list to serve as a single-member Panel. The appointment shall be in accordance with Rule 8.2 of the Rules.
- (b) In cases involving a three-member Panel, Rule 8.3 of the Rules shall apply. The third Panellist shall be appointed by the Centre.
- (c) Further to Rule 6(d) of these Supplemental Rules, the Centre shall appoint the second and third Panellist in the event the Complainant requested a three-member Panel.

13. Challenge of Panellist

- (a) Any Panellist may be challenged by either Party, if circumstances exist that give rise to justifiable doubts as to the Panellist's impartiality or independence.
- (b) A Party who intends to challenge a Panellist must file notice of his challenge in writing with the Director of the Centre within five (5) Working days of the appointment of the Panellist.
- (c) A Party who intends to file a notice of challenge against a Panellist after the period stipulated in Rule 13(b) of these Supplemental Rules but before the Panel's decision has been made, may request additional time to submit a notice of challenge. The Centre may exercise its discretion in determining whether reasonable circumstances exist warranting an extension and if so, the length of the extension.
- (d) A copy of the notice must be served to the other Party.
- (e) A challenge of a Panellist is a confidential matter, which other than as provided in Rule 9 of the Rules and in these Supplemental Rules, is not to be divulged to any other Party.

14. Panel Decisions

Panel decisions shall meet the requirements set forth in Rule 17 of the Rules and shall be of a length that the Panel deems appropriate.

15. Settlement or other grounds for termination

The Provider must inform MYNIC and the Parties the reason(s) for terminating the Proceeding in accordance with Rule 19 of the Rules.

16. Correction of Clerical Mistakes

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

17. Fees

The Fees (which comprise of the administrative fee and Proceeding fee) for the Proceeding(s) are specified in the Schedule of Fees annexed to these Supplemental Rules and posted on the Centre's web site.

18. Availability of Arbitral Proceedings under the Centre

The following procedure may be adopted if either Party is not satisfied with the decision of the Panel:

- (a) The Parties, by agreement in writing, may commence an arbitral proceeding in accordance with the Rules of the Centre within a period of ten (10) Working days of the Centre having informed the Parties and MYNIC of the Panel's decision. The Centre shall inform MYNIC that an arbitration has commenced within the said period of ten (10) Working days.
- (b) When the arbitration is concluded, the Centre shall provide a copy of the award to MYNIC within ten (10) Working days of the publication of the award.

19. Amendment of Supplemental Rules

The Supplemental Rules may be amended by the Centre in its sole discretion as it considers fit. The amended Supplemental Rules will be posted on the Centre's website at least one (1) month before becoming effective.

.MY DOMAIN REGISTRY'S
SENSITIVE NAME DISPUTE
RESOLUTION POLICY (THE POLICY)

.MY DOMAIN REGISTRY'S
SENSITIVE NAME DISPUTE
RESOLUTION POLICY (THE RULES)

AIAC SUPPLEMENTAL RULES
FOR SNDRP

ICANN TEMPORARY
SPECIFICATION





.my DOMAIN REGISTRY's SENSITIVE NAME DISPUTE RESOLUTION POLICY

THE POLICY

1. Purpose

- 1.1 .my DOMAIN REGISTRY's Sensitive Name Dispute Resolution Policy ("**SNDRP**") is prepared by us, MYNIC Berhad (735031-H) ("**.my DOMAIN REGISTRY**"). It sets out the terms which govern any dispute between you, the registrant of a .my Country Code Top Level Domain ("**Domain Name**") and a third party ("**Complainant**") over your registration and/or use of a Sensitive Name as a Domain Name ("**Sensitive Name Dispute**").
- 1.2 Any party that wants to use the SNDRP or to participate in a SNDRP Proceeding ("**Proceeding**") must comply with the terms of the SNDRP.
- 1.3 All Proceedings are governed and administered in accordance with the SNDRP, the Rules of the SNDRP and the Supplemental Rules of the Sensitive Name Dispute resolution service provider(s) (collectively referred to as the "**Policy and Rules**").
- 1.4 Wherever possible, you and the Complainant are encouraged to explore the possibility of having the Sensitive Name Dispute settled through negotiations prior to commencing Proceedings.
- 1.5 These Proceedings are not arbitration.

2. Your Representations

- 2.1 You agree that all of the information which you have provided to us in your registration

or renewal of the Domain Name and/or in the course of a Proceeding (as applicable) is complete, current and true.

2.2 You also agree that the registration, renewal and/or use of the Domain Name, either by yourself or through your authorised representative:–

(i) is legal, valid and in compliance with the Agreement For Registration Of A Domain Name (“Registration Agreement”);

(ii) is not scandalous, indecent, obscene or offensive, whether directly or indirectly; and

(iii) is otherwise in compliance with all laws and regulations.

2.3 You are solely responsible to make sure that your registration or renewal of the Domain Name is not scandalous, indecent, obscene or offensive, whether directly or indirectly.

2.4 You agree that we will not be liable nor will we be required to indemnify you or your officers and employees (“Employees”) for any damages or losses which you or your Employees may suffer, arising from any situation whatsoever including, amongst others, where the Domain Name is suspended or deleted pursuant to a Proceeding.

3. Transfers, Modification & Deletion

3.1 We will suspend your ability to transfer or delete your registration of the Domain Name for the duration of the Proceeding, except in the following circumstances:–

(i) where you or your duly authorised representative has instructed us to do so subject to Paragraph 15 and such instructions are authorised and in compliance with .my DOMAIN REGISTRY’s applicable procedures, the Policy and Rules as well as all other relevant applicable laws;

- (ii) where you or your duly authorised representative has instructed us to do so pursuant to the Sensitive Name dispute being withdrawn or resolved amicably and in such instances, you are required to provide us with satisfactory evidence of the same;
- (iii) where we are required to do so by an order or judgment of a Malaysian Court and in such instances, only after we receive a certified true copy of such order or judgment;
- (iv) where we are required to do so pursuant to the decision of the Reference Panel hearing the Proceeding, subject to Paragraphs 12.3 and 12.4; or
- (v) where we are required to do so pursuant to a decision of the Malaysian Communications and Multimedia Commission, upon which we will act accordingly.

3.2 Where you or your duly authorised representative has instructed us in accordance with Paragraph 3.1(i), we are not responsible to review or verify whether your instructions are valid or accurate. However, we have the right and discretion to do so for our purposes.

3.3 Notwithstanding the above, we may delete your registration of the Domain Name in accordance with the terms of the Registration Agreement entered into between you and us should you fail to renew your registration or should you be found to be in breach of the provisions of the Registration Agreement.

4. The Proceeding

4.1 If the Complainant objects to the registration or use of the Domain Name on the basis of it being a Sensitive Name, the Complainant must file a Complaint with a Provider, subject to Paragraph 4.2.

- 4.2 The Complainant may file only one (1) Complaint against a particular Domain Name registered by you which the Complainant alleges consists of a Sensitive Name. For the avoidance of doubt, the Complainant is restricted from filing multiple claims against a particular Domain Name registered by you on the grounds that it consists of a Sensitive Name.
- 4.3 Notwithstanding the above, the Complainant may file a separate Complaint with the Provider in respect of any other Domain Name registered by you which the Complainant alleges consists of a Sensitive Name.

5. Registration and/or use of a Sensitive Name

- 5.1 A Sensitive Name is a Domain Name which contains a word or words in English, Malay or romanised Chinese (including dialects) and Indian dialects, which:
- (i) are sensitive to the Malaysian public;
 - (ii) are obscene, scandalous, indecent, offensive or contrary to Malaysian public norms or policy;
 - (iii) comprise of derivatives and colloquialisms of words that are offensive; and/or
 - (iv) consist of pejorative expressions in terms of denotation, connotation or association.
- 5.2 For the purposes of interpretation of Paragraph 5.1, a Domain Name is considered to be:
- (i) “obscene” where it relates to a perversion of sex or sexual activities running counter to accepted standards of morals;
 - (ii) “offensive” where it hurts the feelings of groups within society, including but not limited to, where it comprises of derivatives and colloquialisms of words that are offensive, including:
 - a. derogatory terms referring to people;
 - b. racial or ethnic slurs;
 - c. religious slurs;

- d. sneering sexual (identity / preference) remarks;
 - e. undesirable reference towards culture, society or community;
 - f. vulgar or crude expressions that refer to the anatomy, bodily function, body by-products and gender.
- 5.3 For the purposes of Paragraph 4.1, the Complainant needs to establish that the Domain Name registered and/or used by you consists of a Sensitive Name.
- 5.4 For the avoidance of doubt, the listings in Paragraphs 5.1 and 5.2 are non- exhaustive and may be supplemented by the Panel from time to time.

6. Domain Name Not a Sensitive Name

- 6.1 You may prove that the Domain Name registered and/or used by you does not consist of a Sensitive Name by establishing, amongst others, that:
- 6.1.1 the word(s) making up the Domain Name are widely accepted and used by the Malaysian public;
 - 6.1.2 you have recognised rights and legitimate interests in the Domain Name, e.g. a company or business or trademark registered in Malaysia by that name;
 - 6.1.3 the Domain Name is directly related to the lawful content, goods and/or services provided by the resolving website; and/or
 - 6.1.4 the Domain Name is capable of a double meaning which relates to the lawful content, goods and/or services provided by the resolving website;
- 6.2 For the avoidance of doubt, the listing in Paragraph 6.1 is non-exhaustive and may be supplemented by the Panel from time to time.

7. Selection of the Provider, initiation of a Proceeding and appointment of the Reference Panel

- 7.1 The Complainant must select a Provider from our list of approved dispute resolution service providers, which will manage the Proceeding. Once the Complainant has done so, it must submit its Complaint to the Provider in accordance with the Policy and Rules.
- 7.2 The procedures and steps to be taken in a Proceeding are explained in the Policy and Rules. They also explain how the Reference Panel, which decides the Proceeding is appointed.

8. Fees

- 8.1 The Complainant will bear all of the Provider's fees in relation to a Proceeding.

9. Our involvement in a Proceeding

- 9.1 We do not and will not, at any time and under any circumstances whatsoever, get involved in a Proceeding and you agree that we will not be responsible or liable for any damages or losses which you, the Complainant or any other third party may suffer as a direct or indirect result of any act, omission or negligence on our part or that of the Provider, its Employees and the Reference Panel including from the decision of the Reference Panel.

10. Remedies

- 10.1 The Complainant may only request for the deletion of your registration of the Domain Name, and in so doing, the Complainant must comply with .MY DOMAIN REGISTRY's applicable procedures, the Policy and Rules as well as all other laws and regulations.
- 10.2 Aside from the remedies stated in Paragraph 10.1, no other remedies are available. The Reference Panel cannot grant and the

Complainant cannot request for any other remedy or relief such as an award of damages or a payment of compensation.

11. Notification and Publication

- 11.1 The Provider will inform us of the Reference Panel's decision.

12. Availability of Other Proceedings

- 12.1 You or the Complainant are not prevented from having the Sensitive Name dispute resolved by a Malaysian Court. Either party may proceed to do so at any time, regardless of whether the Proceeding has commenced, concluded or otherwise.
- 12.2 When the Provider informs us of the Reference Panel's decision in Paragraph 11.1, the Provider will also, where the Reference Panel has determined that the Domain Name consists of a Sensitive Name, inform us whether the Reference Panel has decided that your registration of the Domain Name is to be deleted. However, we will not implement the decision of the Reference Panel until the expiry of twenty (20) Working days (any day other than a Saturday, Sunday or a Federal public holiday) from the date the Provider informs us of the Reference Panel's decision.
- 12.3 If either you or the Complainant (referred to as "you" for the purposes of this Clause) are not satisfied with the decision of the Reference Panel, you may commence a Court action in respect of the subject matter of the Proceeding and in doing so, you must provide us with official Court documentation as evidence of the same. This must be done within twenty (20) Working days from the date the Provider informs us of the Reference Panel's decision. You must also provide us with an Affidavit of Service within six (6) calendar months of providing us with the official Court documentation. If you do not do so within the said time period, we will proceed

to implement the decision of the Reference Panel above.

12.4 Alternatively, you or the Complainant (referred to as “you” for the purposes of this Clause) may commence a proceeding with the Malaysian Communications and Multimedia Commission in respect of the decision arrived at by the Reference Panel. Should this option be selected, you must provide us with a certified true copy of the Malaysian Communications and Multimedia Commission’s acknowledgement of having received your complaint as evidence of the same. This must be done within twenty (20) Working days from the date the Provider informs us of the Reference Panel’s decision. If you do not do so within the said time period, we will proceed to implement the decision of the Reference Panel above.

12.5 If we receive either the said official documentation pertaining to the Court action or the certified true copy of the Malaysian Communications and Multimedia Commission’s acknowledgement of having received your complaint within the timeframes specified above, we will, subject to Paragraph 12.6, not take any further action in the Sensitive Name dispute until we receive:–

- (i) satisfactory evidence that you and the Complainant have resolved the Domain Name dispute amicably together with your instructions to delete or modify the registration of the Domain Name, as the case may be; or
- (ii) satisfactory evidence that the Court action or complaint to the Malaysian Communications and Multimedia Commission has been withdrawn or dismissed; or
- (iii) a certified true copy of an order or judgment of a Malaysian Court or a decision of the Malaysian Communications and Multimedia Commission pertaining to

the subject matter of the Proceeding, upon which we will act accordingly.

- 12.6 You acknowledge that during the course of any Court action or any proceeding before the Malaysian Communications and Multimedia Commission concerning the Domain Name, should you fail to renew the registration of the said Domain Name we shall have the right to suspend and/or terminate the Domain Name and you agree that we will not be liable nor will we be required to indemnify you for any damages or losses which you may suffer as a consequence of such suspension and/or termination.

13. All other disputes or litigation

- 13.1 All other disputes or litigation between you and any third party (other than us) concerning the Domain Name which are not brought pursuant to the Policy and Rules must be resolved through Court action or any other alternative dispute resolution process.

14. Our involvement in all other disputes or litigation

- 14.1 We do not and will not, at any time and under any circumstances whatsoever, participate in any disputes or litigation between you and any other third party concerning the Domain Name.
- 14.2 You and the Complainant (referred to as “you” for the purposes of this Clause) agree not to name us as a party or include us in such disputes or litigation. However where you do so, we have the right to raise any defences and to take all necessary steps to defend ourselves and avoid any damages or losses which may arise. You also agree to provide us with all necessary assistance and information which we may require for these purposes.

15. Transfers during a Proceeding

15.1 You undertake not to transfer your registration of the Domain Name to any third party:–

- (i) during the course of a Proceeding or for a period of twenty one (21) Working days after the Proceeding has ended; or
- (ii) during a pending Court action or any other proceeding before the Malaysian Communications and Multimedia Commission in respect of the Domain Name, unless the transferee agrees in writing to be bound by the decision of the Court or the Malaysian Communications and Multimedia Commission, as the case may be,

and for the purposes of Paragraph 15.1(ii), you are required to inform us of the Court action or proceeding before the Malaysian Communications and Multimedia Commission and provide us with satisfactory evidence of the said agreement between the transferee and you to be bound by the decision of the Court or the Malaysian Communications and Multimedia Commission as soon as possible.

15.2 Notwithstanding the above, we reserve the right and discretion to restrict and/or reverse any transfer of the Domain Name which is not in compliance with the Policy and Rules as well as other relevant applicable laws.

16. Modifications to the SNDRP

16.1 We have the right and discretion to modify the SNDRP at any time. In the event that we do so, we will post the modified SNDRP on our web site at least one (1) month before such modifications come into effect except where circumstances beyond our control prevent us from doing so.

16.2 The version of the SNDRP in force at the time the Complainant submitted its Complaint to the Provider shall govern the Proceeding.

- 16.3 If you object to the modifications made to the SNDRP, your sole remedy would be to delete your registration of the Domain Name. If you do so, we are not required to refund you any fees which you may have paid to us for the registration of the Domain Name. Accordingly, all modifications which are made to the SNDRP will apply to you unless you delete your registration of the Domain Name as stated above.



.my DOMAIN REGISTRY's SENSITIVE NAME DISPUTE RESOLUTION POLICY

THE RULES

1. General

- 1.1 All Sensitive Name disputes are governed and administered in accordance with .my DOMAIN REGISTRY's Sensitive Name Dispute Resolution Policy ("SNDRP"), these Rules and the Supplemental Rules of the Provider (collectively referred to as the "Policy and Rules").

2. Definitions

- 2.1 In these Rules, the following words shall have the following meanings:-

Chairman means the person selected by the Provider from its list of Panel members, to preside as Chairman of a Sub-Reference Panel;

Complainant means the Party (including its duly authorised representative, if any) which initiates a Complaint against the Registrant's Domain Name;

Complaint means the complaint made by the Complainant against the Registrant's Domain Name, alleging that it is a Sensitive Name;

Domain Name refers to the .my Country Code Top Level Domain which is the subject of a Complaint;

Fees	means the fees stipulated in the Supplemental Rules of the Provider;
MCMC	means the Malaysian Communications and Multimedia Commission;
.my DOMAIN REGISTRY	means MyNIC Berhad (i.e. Malaysian Network Information Centre), its officers and employees (“ Employees ”);
Sub-Reference Panel	means qualified persons appointed to decide the Proceeding between the Parties, constituted by a Chairman appointed by the Provider and two other Panel members selected by the said Chairman, in accordance with the Policy and Rules;
Party	means the Complainant or Registrant, as the case may be, and “ Parties ” means the both of them;
Proceeding	means a SNDRP proceeding between the Parties brought under the Policy and Rules;
Provider	means a body appointed by .my DOMAIN REGISTRY to provide Sensitive Name dispute resolution services in accordance with the Policy and Rules;
Reference Panel	means the Reference Panel listed in the website of the Provider;
Registrant	means the Party (including its duly authorised representative) which has registered a Domain Name and against which a Complaint is filed by the Complainant;

- Sensitive Name** means a name deemed to be obscene, scandalous, indecent, offensive and/or contrary to Malaysian public norms or otherwise falling within any one or more of the categories detailed in Paragraph 5 of the SNDRP;
- Supplemental Rules** means the Provider's rules concerning the administration of a Proceeding, which shall not be inconsistent with the SNDRP and these Rules;
- Working day** means any day other than a Saturday, Sunday, Federal Day or a Federal public holiday.

3. Communications

3.1 Unless otherwise specified herein, all communication between the Parties and the Provider must be sent by:–

- (i) electronic-mail and
- (ii) registered post, courier, or facsimile,

and will be considered to have reached its intended recipient:–

- (a) Where sent by electronic mail, after twenty-four (24) hours from date of transmission, but only if the time and date of transmission can be confirmed.
- (b) Where sent by registered post to an address in Malaysia, three (3) working days after the date of posting;
- (c) Where sent by registered post to an address outside of Malaysia, seven (7) working days after the date of posting;
- (d) Where sent by courier to an address in Malaysia, one (1) working day after the date of being dispatched via courier;

- (e) Where sent by courier to an address outside of Malaysia, three (3) working days after the date of being dispatched via courier;
 - (f) Where sent by facsimile, upon confirmation of transmission by way of a transmission report; and
 - (g) Where sent by way of hand delivery upon recipients employees have acknowledged receipt of such communication.
- 3.2 All communication made by electronic-mail must as far as possible be sent in plain text. All attachments and/or annexures accompanying communications must as far as possible be in the format stipulated by the Provider.
- 3.3 No Party may communicate with the other Party except through the Provider.
- 3.4 It is the sender's responsibility to keep a record of the sending of any such communication with the Provider. These records must be available for the inspection of any other parties whenever required.
- 3.5 If either the Complainant or Registrant receives a notification that a communication sent by them to the Provider has not been received, it must immediately inform the Provider. Subsequent to this, all communication concerning a Proceeding will be conducted as instructed by the Provider.
- 3.6 Either Party may update its contact details by notifying the Provider, which shall then inform the Sub-Reference Panel (if a Sub-Reference Panel has been appointed).
- 3.7 Except as otherwise provided in these Rules, all time periods calculated herein shall begin to run on the earliest date that the communication is deemed to have reached its recipient in Rule 3.1.

4. The Complaint

- 4.1 In order to initiate a Proceeding, a Complaint must be submitted to the Provider in accordance with the Policy and Rules.

4.2 The Complaint must be submitted in electronic form using the appropriate forms provided on the Provider's website and in hard copy either by registered post, by courier or by hand delivery..

4.3 The Complaint must:–

- (i) provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Complainant and/or its authorised representative(s) in a separate document;
- (ii) provide the name of the Registrant and any other relevant information (including the Registrant's postal address, telephone and facsimile numbers and electronic-mail address), which will be able to assist the Provider in sending the Complaint to the Registrant; and
- (iii) specify the Domain Name which is complained of;
- (iv) state the grounds on which it is made, specifically, as to why the Domain Name should be considered as being a Sensitive Name or otherwise falling within any one or more of the categories detailed in Paragraph 5 of the SNDRP;
- (v) identify any legal proceedings which involve the Domain Name that may have been commenced or terminated by the Complainant; and
- (vi) end the Complaint with the following statement and the signature of the Complainant:–

"The Complainant agrees that its claims herein and any remedy sought in respect of the registration or use of the said Domain Name (i.e. the sensitive name dispute) or its resolution, shall be solely against the Registrant and accordingly, the Complainant waives all other claims and remedies against .my DOMAIN REGISTRY, the Provider and its

Panel members, as well as their respective officers and employees.”

“Further thereto, the Complainant certifies that the information contained in this Complaint is, to the best of the Complainant’s knowledge, complete, current, accurate and true, that this Complaint is not being presented for any improper purpose and that the assertions in this Complaint are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument.”

“The Complainant, in consideration of this sensitive name dispute resolution procedure made available by .my DOMAIN REGISTRY, hereby agrees and acknowledges to be bound by the provisions set out in .my DOMAIN REGISTRY’s Sensitive Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider (“Policy and Rules”). Further thereto and also in consideration of the said sensitive name dispute resolution procedure made available by .my DOMAIN REGISTRY, the Complainant agrees, acknowledges and undertakes to indemnify .my DOMAIN REGISTRY, the Provider and its Panel members, as well as their respective officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against .my DOMAIN REGISTRY, the Provider and/or its Panel members as a direct or indirect result of the sensitive name dispute or pursuant to the Policy and Rules.”

- 4.5 All relevant documents and evidence which the Complainant is relying on must be attached to the Complaint, together with a schedule indexing the same and, should be submitted in electronic form.
- 4.6 The Complainant must then pay the Provider the Fees stated in Rule 19 within five (5) Working

days after it has submitted the Complaint to the Provider.

- 4.7 All Complaints must comply with the Policy and Rules, which may be revised by .my DOMAIN REGISTRY from time to time, without any prior notification.
- 4.8 Upon initiation of a Complaint, .my DOMAIN REGISTRY will lock the Registrant's Domain Name while the Proceeding is on-going and as otherwise provided for herein.

5. Notification of the Complaint

- 5.1 Upon receipt of the Fees stated in Rule 4.6, the Provider will appoint a Panel member as Chairman to review the Complaint to ensure that it is complete and complies with the requirements of the Policy and Rules.
- 5.2 Where it is found that the Complaint is complete and in compliance with the Rules, the Provider will send the Complaint to the Registrant (without the contact details of the Complainant) within three (3) Working days of the receipt of the Fees stated in Rule 4.6.
- 5.3 The Provider is responsible for taking all reasonable steps to make sure that the Registrant receives the Complaint. The Provider shall discharge this responsibility by sending the Complaint in electronic form by e-mail to:–
 - (i) the electronic-mail addresses of those administrative, technical and billing contacts as made available by the Reseller of the Domain Name in question or as contained in .my DOMAIN REGISTRY's records;
 - (ii) postmaster@<the Domain Name>; and
 - (iii) if the Domain Name (or "www." followed by the Domain Name) leads to a web page (but not a web page which is used for parking Domain Names), any electronic-mail address which are shown or linked to that web page.

- 5.4 Where it is found that the Complaint is incomplete or is not in compliance with the Policy and Rules, the Provider will notify the Complainant accordingly. The Complainant then has five (5) Working days to make the necessary corrections to the Complaint. If the Complainant is unable to do so, the Complaint will be considered to have been withdrawn.
- 5.5 Where it is found that the Complaint does not fall within the scope of the SNDRP, the Provider will notify the Complainant in writing of the same and the complaint will be deemed to have been withdrawn.
- 5.6 The Proceeding will commence when the Registrant is considered to have received the Complaint from the Provider under any of the modes stated in Rule 5.3.

6. The Proceeding

- 6.1 The Registrant has fifteen (15) Working days from the date the Proceeding commences to submit the Response to the Provider in electronic form and in hard copy either by registered post, by courier or by hand delivery within fifteen (15) working days of date of commencement of proceedings.
- 6.2 The Response must respond specifically to the Complainant's claims in the Complaint and specify the reasons why the Registrant should be allowed to keep the registration and use of the Domain Name and why the Registrant's Domain Name should not be construed as a Sensitive Name or otherwise falling within any one or more of the categories detailed in Paragraph 5 of the SNDRP.
- 6.3 The Response must:
- (i) provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Registrant and/or authorised representative(s) in a separate document;

- (ii) subject to Rule 3.1, specify a preferred method for communications and the Registrant's contact person, if any;
- (iii) identify any legal proceedings which involve the Domain Name that may have been commenced or terminated by any party; and
- (iv) end the Response with the following statement and the signature of the Registrant:–

"The Registrant certifies that the information contained in this Response is, to the best of the Registrant's knowledge, complete, current, accurate and true and that the assertions in this Response are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument".

"The Registrant hereby agrees and acknowledges to be bound by the provisions set out in the Registration Agreement, .my DOMAIN REGISTRY's Sensitive Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider ("Policy and Rules"). Further thereto and for the avoidance of doubt, the Registrant further agrees, acknowledges and undertakes to indemnify .my DOMAIN REGISTRY, the Provider and its Panel members, as well as their respective officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against .my DOMAIN REGISTRY, the Provider and/or its Panel members as a direct or indirect result of the sensitive name dispute or pursuant to the Policy and Rules."

- 6.4 All relevant documents and evidence on which the Registrant is relying should be attached to the Response together with a schedule indexing the same and should be submitted in electronic form.

- 6.5 Where there are exceptional circumstances, the Registrant may request the Sub-Reference Panel for more time to submit its Response but only if the Registrant supplies the Sub-Reference Panel with an explanation or evidence of these exceptional circumstances. The Sub-Reference Panel has the sole discretion to decide whether to give the Registrant more time to submit its Response.
- 6.6 Once the Response has been submitted to the Provider, a copy of the Response (without the contact details of the Registrant) will be sent to the Complainant.
- 6.7 Should the Registrant not submit a Response, the Sub-Reference Panel will proceed with the Proceeding without any further reference to the Registrant.

7. Sub-Reference Panel

- 7.1 The Chairman and two (2) members of the Panel will form the Sub-Reference Panel that deliberates over a Proceeding.
- 7.2 The Chairman will be randomly appointed from the Reference Panel by the Provider, upon the Provider's receipt of the Complaint. Once the Proceeding is deemed to have commenced in accordance with Rule 5.6, the Chairman will select two (2) other members of the Panel to sit with him on the Sub-Reference Panel.
- 7.3 The Sub-Reference Panel shall be made up of individuals representing various fields of expertise relevant to the issue of Sensitive Names, namely a linguist, an Information Technology practitioner and a legal practitioner.
- 7.4 The Sub-Reference Panel may appoint experts to assist them in discharging their duties in hearing and deciding the Proceeding, with the prior approval of the Provider.

8. Impartiality & Independence of the Sub-Reference Panel

- 8.1 Each member of the Sub-Reference Panel must be impartial and independent. Before accepting any appointment, the members of the Sub-Reference Panel must inform the Provider of any circumstances or facts which may raise justifiable doubts as to the Sub-Reference Panel's impartiality or independence. The Sub-Reference Panel and/or either of the Parties, as the case may be, must also immediately inform the Provider if they discover such circumstances or facts during a Proceeding.
- 8.2 If the Provider finds that such justifiable doubts are warranted, whether raised by the Sub-Reference Panel in question, another member of the Sub-Reference Panel or any of the Parties in a Proceeding, the Provider will remove the current member of the Sub-Reference Panel and appoint a new member of the Sub-Reference Panel in the same manner specified in Rule 7. The Provider shall have the discretion whether or not to dissolve and replace the entire Sub-Reference Panel in accordance with the Supplemental Rules to .my DOMAIN REGISTRY's SNDRP.
- 8.3 For the purposes of Rule 8.1, each member of the Panel appointed to sit in a Sub-Reference Panel must supply the Provider with a Declaration of Impartiality and Independence. This Declaration will be evidence of the Sub-Reference Panel's impartiality and independence in deciding a Proceeding.

9. Communication between the Parties and the Sub-Reference Panel

- 9.1 Neither Party may initiate any communication with the Sub-Reference Panel.
- 9.2 Any communication between the Sub-Reference Panel and a Party or vice versa must be forwarded to the other Party (via the Provider) and the Provider in the same manner and at the

same time the communication is made.

10. Transmission of the file to the Sub-Reference Panel

- 10.1 The Provider will forward the file containing the Complaint, the Response and any other relevant documents received from the Parties to the Sub-Reference Panel once the Provider has ascertained that the file is complete.

11. General Powers & Conduct of the Sub-Reference Panel

- 11.1 The Sub-Reference Panel must conduct the Proceeding in compliance with the Policy and Rules. The Sub-Reference Panel must also make sure that the Parties are treated fairly and that each Party is provided with a fair opportunity to present its case.
- 11.2 The Sub-Reference Panel must make sure that the Proceeding runs smoothly and efficiently. In exceptional circumstances, where requested by the Parties or as determined to be necessary by the Sub-Reference Panel, the Sub-Reference Panel has the right and discretion to extend any time periods stated in the Rules and where it does so, it will inform the Parties accordingly.
- 11.3 The Sub-Reference Panel will decide whether the evidence presented by the Parties is admissible. If the evidence is admissible, the Sub-Reference Panel will then decide on the relevance and importance of such evidence.

12. Language of the Complaint

- 12.1 The Proceeding must be conducted in Bahasa Melayu and/or the English Language.
- 12.2 The Sub-Reference Panel, however, has the right and discretion to accept any evidence in languages other than Bahasa Melayu or the English Language. However, such evidence must be accompanied by a duly certified

translation of the entire or relevant portion of the evidence in either Bahasa Melayu or the English Language.

13. Further Statements

13.1 The Sub-Reference Panel has the right and discretion to request for further statements or documents from either Party through the Provider and to take such further statements or documents into consideration.

14. Default

14.1 In the event that a Party does not comply with the time periods in the Policy and Rules or the time periods of the Sub-Reference Panel, the Sub-Reference Panel must proceed to a decision on the Proceeding unless there are any exceptional circumstances.

14.2 Where a Party does not comply with any request made by the Sub-Reference Panel or any provision or requirement of the Policy and Rules, the Sub-Reference Panel may draw inferences from it as the Sub-Reference Panel considers appropriate unless there are any exceptional circumstances.

15. Decision of the Sub-Reference Panel

15.1 The Sub-Reference Panel will decide a Proceeding based on the documents and evidence submitted by the Parties, the Policy and Rules as well as any other rules and principles of law which are applied in Malaysia. For the avoidance of doubt, the decisions of other Sub-Reference Panels in previous Complaints or other Domain Name dispute cases are not binding precedent and should not be treated as such. However, once a Domain Name has been found to be a Sensitive Name, the said Domain Name will be deleted and will no longer be available for registration, until such time as it is determined otherwise by the Panel (if at all).

- 15.2 In coming to a decision in relation to the Domain Name in question, the Sub- Reference Panel shall be guided by the SNDRP.
- 15.3 A Domain Name may only be held by the Sub-Reference Panel to be a Sensitive Name based on a unanimous decision of the Sub-Reference Panel. Any other decision shall be deemed to be a decision in favour of the Registrant.
- 15.4 If the Sub-Reference Panel decides in favour of the Complainant, the Sub- Reference Panel shall instruct that the Registrant's registration of the Domain Name be deleted. The Sub-Reference Panel is not allowed to make any other order such as an award of damages or a payment of compensation.
- 15.5 If the Sub-Reference Panel decides in favour of the Registrant, the Sub- Reference Panel shall instruct that the Registrant's Domain Name be unlocked.
- 15.6 If the Sub-Reference Panel finds that the Domain Name does not fall within the scope of the SNDRP, the Sub-Reference Panel must state so in its written decision.
- 15.7 The Sub-Reference Panel's decision must be in writing. It must state the reasons on which the Sub-Reference Panel's decision is based, the date of the decision and the members of the Sub-Reference Panel deciding the Proceeding.
- 15.8 Barring any exceptional circumstances, the Sub-Reference Panel will forward its decision to the Provider within fifteen (15) Working days after it has received the file in Rule 10.1.

16. Communication of the Decision to the Parties

- 16.1 The Provider must inform the Parties and .my DOMAIN REGISTRY of the decision within three (3) Working days after it receives the decision from the Sub- Reference Panel. The Provider will also inform the Parties and .my DOMAIN REGISTRY of the date when the decision is to

be implemented, where applicable, subject to Rule 17.

16.2 The decision of the Sub-Reference Panel shall remain confidential and may only be made available to the Parties and the Malaysian Communications and Multimedia Commission.

16.3 A Proceeding will be considered to have concluded when the Provider informs .my DOMAIN REGISTRY of its outcome, whether it is decided upon by the Sub- Reference Panel or otherwise terminated in accordance with the Policy and Rules.

17. Challenging the Decision of the Sub-Reference Panel

17.1 A decision of the Sub-Reference Panel may be challenged in accordance with the process outlined in Paragraph 12 of the SNDRP.

17.2 Where a Party wishes to challenge the decision of the Sub-Reference Panel as outlined in Paragraph 12 of the SNDRP, the Provider shall, on receipt of a written notice requesting the same, make available to the requesting Party the relevant contact details of the other Party (as lodged with the Provider).

18. Termination of Proceeding

18.1 If any Court action or any other alternative dispute resolution process is initiated before or during a Proceeding in respect of the Domain Name, the Sub-Reference Panel has the right and discretion to suspend or terminate the Proceeding or to continue with the Proceeding.

18.2 The Parties must immediately inform the Provider if they agree to settle the Complaint before the Sub-Reference Panel is appointed, or where the Sub-Reference Panel has been appointed, inform the Provider and the Sub-Reference Panel of the same before the Sub-Reference Panel comes to a decision. The

Parties must also supply the Provider and the Sub-Reference Panel (where appointed), with a written and signed agreement indicating the settlement. Once the Provider and the Sub-Reference Panel (where appointed), receive this agreement, the Proceeding will be terminated and the Provider will inform the Parties and .my DOMAIN REGISTRY of the same

18.3 If at any time after the Sub-Reference Panel is appointed, the Sub-Reference Panel finds that it is unnecessary or impossible to continue with the Proceeding, the Sub-Reference Panel will inform the Parties that the Proceeding is to be terminated and the reasons therefor. Either Party may then object to the termination of the Proceeding but must do so within a reasonable time period as set by the Sub-Reference Panel. If the objections raised are not acceptable or no objections are raised at the end of the said time period, the Sub-Reference Panel will proceed to terminate the Proceeding

18.4 Where a Proceeding is terminated by:-

- (i) the Sub-Reference Panel, the Sub-Reference Panel will inform the Provider of the same and the reasons therefor and thereupon, the Provider will inform .my DOMAIN REGISTRY and the Parties accordingly;
- (ii) the Provider, the Provider will inform .my DOMAIN REGISTRY and the Parties of the same and the reasons therefor accordingly.

18.5 For the avoidance of doubt, Rule 19.4 and 19.5 shall apply to the entirety of Rule 18.

19. Fees

19.1 The Complainant must pay the Provider the Fees within five (5) Working days from its submission of the Complaint to the Provider. If the Complainant does not do so, the Complaint will be considered withdrawn.

- 19.2 The Provider will not take any action on the Complaint or commence a Proceeding unless it receives payment of the Fees stated in Rule 19.1 from the Complainant.
- 19.3 For the avoidance of doubt, any payment made by the Complainant to the Provider pursuant to these Rules, shall only be considered to have been received by the Provider when the payment is credited to the Provider's account.
- 19.4 If a Proceeding is withdrawn by the Complainant at any time before a Sub- Reference Panel has been appointed, the Provider will retain the Fees.
- 19.5 Further to Rule 19.4, no refund of the Fees will be made whatsoever at any stage of the Proceeding.

20. Limitation of Liability

- 20.1 Except and only in cases of deliberate wrongdoing, neither the Sub-Reference Panel members, .my DOMAIN REGISTRY nor the Provider and its Employees will be liable to any Party for the acts, omissions or negligence on their part or that of their Employees in connection with any matter brought before them pursuant to the Policy and Rules or any matters relating thereto or resulting therefrom.
- 20.2 Further thereto and notwithstanding anything contained herein, the Sub- Reference Panel members, .my DOMAIN REGISTRY and the Provider and its Employees shall not, under any circumstances whatsoever, be liable to either Party or any other third party for its acts, omissions or negligence or that of its Employees in connection with any matter brought before them pursuant to the Policy and Rules as well as any matters relating thereto or resulting therefrom.

21. Indemnity

- 21.1 The Parties, jointly and severally, undertake to indemnify .my DOMAIN REGISTRY, the

Provider and its Employees and each of the Sub-Reference Panel members for any damages or losses which they have suffered or will suffer as a result of any claims or actions which are brought against .my DOMAIN REGISTRY, the Provider and the Sub-Reference Panel members as a direct or indirect result of the disputed Domain Name or pursuant to the Policy and Rules.

- 21.2 Further to Rule 21.1, the Parties agree that .my DOMAIN REGISTRY and the Provider reserves the sole rights and discretion as to which Party to claim an indemnity against and for the avoidance of doubt, where a claim for indemnity is brought by .my DOMAIN REGISTRY or the Provider against one Party, such claim shall not pre-empt, extinguish or limit .my DOMAIN REGISTRY's or the Provider's rights and discretion to claim an indemnity against the other Party. .my DOMAIN REGISTRY or the Provider shall also be entitled to exercise its rights and discretion to claim an indemnity against the Parties in any order or concurrently and .my DOMAIN REGISTRY's or the Provider's delay or failure to exercise its said rights and/or discretion herein shall not be deemed as a waiver of the same.

22. Amendments

- 22.1 The version of the Policy and Rules which are in force when the Complaint is submitted to the Provider will govern the Complaint.
- 22.2 .my DOMAIN REGISTRY may amend these Rules from time to time as it considers fit. The amended Rules will be posted on .my DOMAIN REGISTRY's and the Provider's web site at least one (1) month before becoming effective except where circumstances beyond the control of .my DOMAIN REGISTRY or the Provider prevent it from doing so.

23. Miscellaneous

- 23.1 Words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership incorporated or unincorporated and vice versa.
- 23.2 Words importing any gender shall include any other gender.
- 23.3 Words importing the singular number shall include the plural number and vice versa, including the definitions referred to in Rule 2.1 herein.

**ASIAN INTERNATIONAL ARBITRATION CENTRE
SENSITIVE DOMAIN NAMES DISPUTE**

**SUPPLEMENTAL RULES TO .MY DOMAIN REGISTRY'S
SENSITIVE NAME
DISPUTE RESOLUTION POLICY (SNDRP)**

1. Scope

- (a) **Relationship to Rules.** These Sensitive Domain Names Dispute Resolution Supplemental Rules are to be read and used in connection with .my Domain Registry's Sensitive Name Dispute Resolution Policy and Rules.
- (b) The Centre shall apply the Rules, the Policy and the Centre's Supplemental Rules in effect at the time a Complaint is submitted.

2. Definitions

- (a) **Centre** means the Asian International Arbitration Centre, whom my Domain Registry has appointed to provide sensitive name dispute resolution services in accordance with the Policy and Rules.
- (b) **.my Domain Registry** means MYNIC Berhad (i.e. Malaysian Network Information Centre Berhad), its officers and employees ("Employees").
- (c) **Policy** means .my Domain Registry's Sensitive Name Dispute Resolution Policy.
- (d) **Proceeding** means a proceeding under MYNIC's (.my) Domain Name Dispute Resolution Policy and Rules and the Supplemental Rules of the Centre.
- (e) **Rules** means the Rules of .my Domain Registry's Sensitive Name Dispute Resolution Policy.
- (f) **Supplemental Rules** means these Sensitive Domain Names Dispute Resolution Supplemental Rules.
- (g) **Working day** means any day other than a Saturday, Sunday or a Federal public holiday.

3. Communications

- (a) All communications pursuant to Rule 3 of the Rules shall be directed to the Centre and not to the Sub-Reference Panel.
- (b) The communications will be deemed as receipted under the following circumstances;
 - (i) where sent by electronic mail, after twenty-four (24) hours from transmission but only if the time and date of transmission can be confirmed;
 - (ii) where sent by registered post to an address in Malaysia, three (3) working days after the date of posting;
 - (iii) where sent by registered post to an address outside of Malaysia, seven (7) working days after the date of posting;
 - (iv) where sent by courier to an address in Malaysia, one (1) working day after the date of being dispatched via courier;
 - (v) where sent by courier to an address outside of Malaysia, three (3) working days after the date of being dispatched via courier ;
 - (vi) where sent by facsimile, upon confirmation of transmission by way of a transmission report; and
 - (vii) where sent by way of hand delivery upon recipients employees have acknowledged receipt of such communication.

4. The Complaint

- (a) The section in the Complaint that is in relation to Rule 4 of the Rules shall not exceed five thousand (5,000) words, not including annexed material and exhibits.
- (b) The Complaint shall be sent to the Centre in electronic form and in hard copy either by registered post, by courier or by hand delivery.
- (c) The Complainant shall submit three (3) hard

copies of the Complaint to the Centre.

- (d) The Complainant shall send or transmit its Complaint under cover of the Complaint Transmittal Coversheet posted on the Centre's web site.
- (e) The Centre shall not take any further action including examining the completeness of the Complaint and/or its compliance with the Rules until it has received the Fees.
- (f) In the event that the Centre finds the complaint is not in accordance with item 4.3 of the Rules the Centre shall notify the Complainant who has five (5) working days to rectify the same. The complaint is considered withdrawn in event of failure to do so or in event the complaint is still not in compliance after rectification.
- (g) In the event that fees is unpaid notwithstanding a request for payment after five (5) working days the complaint is deemed as withdrawn.

5. Notification of the Compliant

- (a) Upon receipt of the Fees and in cases of a complete compliant, the Centre shall appoint a Panel Member as Chairperson to review the Compliant to ensure it complies with the requirements of the Policy and Rules and that it falls within the scope of the Sensitive Name Dispute Resolution Policy and Rules. The appointment and decision of the Chair person as to the scope of submission of compliant shall be completed within seven (7) working days from the receipt of fee.
- (b) If the complaint is considered outside the scope of the Sensitive Name Domain Resolution Policy and Rules, the Chairperson shall communicate the same to the Centre who shall inform the Complainant and this Complaint shall be considered withdrawn
- (c) Where the Complaint is complete and in compliance with the Rules, the Centre will send

the Complaint to the Registrant. The contact details of the Complainant will not be provided to the Registrant

6. Commencement of Proceeding

For the purpose of the Rules and these Supplemental Rules, a Proceeding commences on the date the Registrant receives the Complaint initiated under these Rules.

7. The Response

- (a) The section in the Response that is in relation to Rule 6 of the Rules shall not exceed five thousand (5,000) words, not including annexed material and exhibits.
- (b) The Response shall be sent to the Centre in the electronic form and in hard copy either by registered post, by courier or by hand delivery. within fifteen (15) days of date of commencement of proceedings.
- (c) If the Registrant fails to submit its Response within the time specified in Rule 6.1 of the Rules without showing any exceptional circumstances for such failure, the Reference Panel shall proceed with the Proceeding without any further reference to the Registrant.
- (d) A copy of the response will be forwarded to the Complainant without the contact details of the respondent.

8. Extension for Filing a Response

The Registrant may request additional time to submit a Response. The Reference Panel 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 shall be approved if any of the conditions set forth in Rule 6.5 of the Rules have not been performed.

9. Submission of other Written Statements and Documents; No Amendment to the Complaint

- (a) The Reference Panel may, through the Centre, request from the Parties further written statements and documents. The Parties shall submit the requested items to the Centre within five (5) Working days after the date of the request.
- (b) The further written statements and/or documents shall be submitted to the Centre in electronic form and in hard copy.
- (c) Each submission shall:
 - (i) be timely submitted as provided under Rule 8 (a) of these Supplemental Rules; and
 - (ii) not to amend the Complaint or Response, as the case may be.

10. The Record of the Proceeding

The Complaint, Response and further written statements and documents referred to in Rule 8 of these Supplemental Rules and Rule 13 of the Rules shall constitute the complete record to be considered by the Reference Panel.

11. Appointment of Sub-Reference Panel

- (a) The Centre shall maintain and publish a list of members of the Panel and their qualifications in the Centre's web site.
- (b) Prior to the appointment of any panelist the Centre shall require confirmation of independence and impartiality of the panel member.
- (c) For each Proceeding, the Centre shall appoint a Chairperson who shall decide if the complaint is within the scope of the Policy and Rules within seven (7) days upon the receipt of fee.
- (d) Within five (5) days of commencement of the proceedings Chairperson shall nominate and

notify the Centre of two (2) members of the Panel from this list to serve jointly as the Sub-Reference Panel. The Centre shall appoint the co panelist within ten (10) days after notification of the nomination by the Chair. Should a nominee be considered as unsuitable a substitute nomination shall be made by the Chair and the time period for appointment be extended by five (5) working days if required.

- (e) The appointment shall be in accordance with Rule 7 and Rule 8 of the Rules.
- (f) The Centre shall transmit the file containing the Complaint, the Response and any other relevant documents received from the Parties to the Sub-Reference Panel once the Centre has ascertained that the file is complete. The guidelines for Sensitive Names shall also be given to the subpanel member upon the issuance of proper undertaking from the panel members as to confidentiality of the same.
- (g) Barring exceptional circumstances, the Sub-Reference Panel will forward its decision to the Centre within fifteen (15) working days after receipt of file. The decision shall be in the format under Form H duly signed by the tribunal members. The Chair shall ensure compliance of the same in terms of format and timelines.
- (h) The decision of the panel is confidential and the Provider shall inform the parties and .my DOMAIN REGISTRY of the date when the decision is to be implemented.

12. Challenge of Member of the Sub-Reference Panel

- (a) Any member of the Sub-Reference Panel may be challenged by either Party, if circumstances exist that give rise to justifiable doubts as to the member of the Reference Panel's impartiality or independence.
- (b) A Party who intends to challenge a member of the Sub-Reference Panel must file notice of his challenge in writing with the Director of

the Centre within five (5) working days of the appointment of the Sub-Reference Panel.

- (c) A Party who intends to file a notice of challenge against a member of the Sub-Reference Panel after the period stipulated in Rule 11 (b) of these Supplemental Rules but before the Sub-Reference Panel's decision has been made, may request additional time to submit a notice of challenge. The Centre may exercise its discretion in determining whether reasonable circumstances exist warranting an extension and if so, the length of the extension.
- (d) A challenge of a member of the Sub-Reference Panel is a confidential matter, which other than as provided in Rule 9 of the Rules and in these Supplemental Rules, is not to be divulged to any other Party.
- (e) The Director of the Centre can, upon a finding of justifiable doubts as to a member of the Sub-Reference Panel's impartiality or independence, remove that member and appoint a new member of the Sub-Reference Panel in the manner provided in Rule 7 of the Rules.
- (f) The Director of the Centre shall have the discretion whether or not to dissolve and replace the entire Sub-Reference Panel. (See Rule 8.2 of the Rules).

13. Sub-Reference Panel Decisions

Sub-Reference Panel decisions shall meet the requirements set forth in Rule 15 of the Rules and shall be of a length that the Sub-Reference Panel deems appropriate.

14. Correction of Clerical Mistakes

Clerical mistakes or errors in the Sub-Reference Panel's decision arising from oversight or omission by the Sub-Reference Panel may be corrected by the Director of the Centre.

15. Fees

The Fees for the Proceeding are RM300 per Complaint.

16. Amendment of Supplemental Rules

The Supplemental Rules may be amended by the Centre in its sole discretion as it considers fit. The amended Supplemental Rules will be posted on the Centre's website at least one (1) month before becoming effective.

Temporary Specification for gTLD Registration Data

(effective as of 25 May 2018)

Appendix D: Uniform Rapid Suspension

This Appendix contains supplemental requirements for the 17 October 2013 URS High Level Technical Requirements for Registries and Registrars and URS Rules effective 28 June 2013.

1. URS High Level Technical Requirements for Registry Operator and Registrar

- 1.1. **Registry Operator Requirement:** The Registry Operator (or appointed BERO) MUST provide the URS provider with the full Registration Data for each of the specified domain names, upon the URS provider notifying the Registry Operator (or appointed BERO) of the existence of a complaint, or participate in another mechanism to provide the full Registration Data to the Provider as specified by ICANN. If the gTLD operates as a “thin” registry, the Registry Operator MUST provide the available Registration Data to the URS Provider.
- 1.2. **Registrar Requirement:** If the domain name(s) subject to the complaint reside on a “thin” registry, the Registrar MUST provide the full Registration Data to the URS Provider upon notification of a complaint.

2. URS Rules

Complainant’s complaint will not be deemed defective for failure to provide the name of the Respondent (Registered Name Holder) and all other relevant contact information required by Section 3 of the URS Rules if such contact information of the Respondent is not available in registration data publicly available in RDDS or not otherwise known to Complainant. In such an event, Complainant may file a “Doe” complaint and the Examiner shall

provide the relevant contact details of the Registered Name Holder after being presented with a “Doe” complaint.

Appendix E: Uniform Domain Name Dispute Resolution Policy

This Appendix contains supplemental requirements for the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”).

1. Uniform Domain Name Dispute Resolution Policy

- 1.1. **Registrar Requirement:** The Registrar MUST provide the UDRP provider with the full Registration Data for each of the specified domain names, upon the UDRP provider notifying the Registrar of the existence of a complaint, or participate in another mechanism to provide the full Registration Data to the Provider as specified by ICANN.
- 1.2. Complainant’s complaint will not be deemed defective for failure to provide the name of the Respondent (Registered Name Holder) and all other relevant contact information required by Section 3 of the UDRP Rules if such contact information of the Respondent is not available in registration data publicly available in RDDS or not otherwise known to Complainant. In such an event, Complainant may file a “Doe” complaint and the Provider shall provide the relevant contact details of the Registered Name Holder after being presented with a “Doe” complaint.

GUIDE TO
**DOMAIN
NAME
DISPUTE
RESOLUTION**

**ASIAN INTERNATIONAL
ARBITRATION CENTRE (AIAC)**

(ESTABLISHED UNDER THE AUSPICES OF THE
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