

KEYWORD DISPUTE RESOLUTION POLICY

PART I: INTRODUCTION

1. Purpose

This Keyword Dispute Resolution Policy has been adopted by RealNames Global Registry Services. This Policy is applicable to all Registries, Registrars and Resellers licensed to sell Keywords worldwide. This Policy sets forth the terms and conditions governing disputes between Registrants and any third party over the registration and/or use of a Keyword. This Policy contains four parts: Introduction, Keyword Dispute Resolution Policies, Rules for Administrative Proceedings, and the Schedule of Fees for Administrative Proceedings.


2. Definition

The following definitions shall apply in this Policy:

Administrative Panel means a panel appointed by eResolution pursuant to an Administrative Proceeding in order to decide a complaint concerning a Keyword registration.

Administrative Proceeding means the adjudicative procedure under the Policy used to decide a complaint relating to a Keyword registration.

Case means a specific instance of an Administrative Proceeding.

Case Site means the dedicated web site created for each Case to which the Parties and the Panelist(s) are granted access from eResolution's home page (at  Keyword: eResolution) through a username and password.

Clerk's Office means the Clerk's Office of eResolution, which is responsible for handling the Administrative Proceeding.

Complainant means the Party initiating a complaint concerning a Keyword registration.

Complaint Form means the eResolution form completed by the Complainant to initiate the Administrative Proceeding.

Cybersquatting is defined in section 3(b) of Part II of this Policy.

Decision means the complete written decision issued by a Panel in a Case, including, where applicable, majority and dissenting opinions.

Electronic Format means that documents were submitted electronically (e.g., through the Case Site messaging system or by email).

FAQs means frequently asked questions.

Global Keyword Registrant Database means the database containing contact information from Keyword Registrants, regardless of whether such database is publicly accessible or not.

Keyword means a registered or reserved Keyword.

Mutual Jurisdiction means a court jurisdiction located in one of the following: (i) the jurisdiction where the entity that entered into the Service Agreement (i.e., Registrar or Reseller) with Registrant is located; (ii) the jurisdiction where the Registrant is located according to the Registrant's address as shown in the Global Registry Database at the time the complaint is submitted to eResolution; or (iii) the jurisdiction of the location of the domain name holder for the website to which Registrant's Keyword at issue links, as shown by the address for the domain name holder in the applicable domain name system WHOIS database.

Panel means an Administrative Panel.

Panelist means an individual appointed by eResolution to be a member of an Administrative Proceeding under this Policy.

Party means a Complainant or a Respondent.

Policy means this Keyword Dispute Resolution Policy.

RealNames Global Registry Services means the division of RealNames Corporation, a Delaware, USA, corporation, that licenses and supports Registries.

Registrant means the holder of a Keyword registration pursuant to a Service Agreement.

Registrar means an entity authorized by a Registry to sell Keyword registrations.

Registry means the entity that has the exclusive right to license Registrars to sell Keyword registrations for the Keywords pertaining to a particular country or countries in the RealNames system. For any country where RealNames has not entered into a Registry Agreement with a third party, RealNames is the Registry.

Reseller means an entity authorized by a Registrar to resell Keyword registrations.

Respondent means a Registrant against whose Keyword registration a Complaint is filed.

Response Form designates the eResolution form completed by the Respondent to respond to the Complaint Form.

Service Agreement means the Agreement entered into between a Registrant and either a Registrar or a Reseller of Keyword registrations, regardless of what that agreement is formally titled (e.g., "Service Agreement", "Subscription Agreement", "Registration Agreement" or "Terms and Conditions").

PART II: KEYWORD DISPUTE RESOLUTION POLICIES

1. Methods of Resolving Disputes Between Third Parties and Registrants

Third parties and Registrants may resolve their disputes involving Keyword registrations in the following manners:

- (a) **Litigation or Arbitration:** Registries, Registrars, and Resellers will comply with orders or directions affecting Keyword registrations from a court or arbitral tribunal that has exercised jurisdiction;
- (b) **Private Settlement:** Registries, Registrars, and Resellers will respect written instructions from the Registrant to cancel its Keyword registration for any reason, including pursuant to settlement with a third party complaining about the Keyword registration; and
- (c) **Administrative Proceeding:** Registries, Registrars, and Resellers will respect the Decisions of Panels convened under this Policy, pursuant to the terms of this Policy including paragraph 3(k) of this Part II.

2. Important Preliminary Matters

It is very important that all persons with disputes about a Keyword take all of the following preliminary matters into account. There is more information about these in the Keyword Dispute Resolution FAQs. There is a link to the FAQs at the bottom of this Policy.

(a) Keywords and Country Codes

It is important for potential Complainants to understand that a Keyword is the composite of its text *and* its associated country code. The same text can be registered in up to 244 countries.

(b) Not All Keywords are Registered

Not all Keywords are registered by Registrants. Some are placed into the Keyword database by RealNames or other Registries for purposes of improving the end users' experience, but are still available for registration. A potential Complainant should try to register the Keyword in question in the country or countries in which Complainant is concerned about. A "Taken" notice, if it appears, indicates that the Keyword in that country is indeed registered by a Registrant. Otherwise, the dispute is mooted.

(c) Determining Identity of a Keyword Registrant

It is important that a potential Complainant know the identity of the Keyword registrant in order to determine if there is a dispute and how to best resolve it. If the Keyword is indeed registered to a Registrant (see paragraph 2(b) above) and the identity of such Registrant is not apparent from the content posted at the site that the Keyword links to, a potential Complainant should use the Global Keyword Registrant Database (once it launches) to determine the identity of the Registrant. However, since the Global Keyword Registrant Database has not launched yet, and once it does launch some Registrants will have to be excluded due to certain privacy restrictions

(which are being phased out over time), at this time potential Complainants should use the Keyword Feedback Form. There is a link to the Form at the conclusion of this Policy.

(d) Determine if the Registrant is Bound to Participate in Administrative Proceedings.

As the Keyword Dispute Resolution Policy is being phased in, some Registrants are bound by their Service Agreement to participate in Administrative Proceedings and others are not. To determine if the Registrant is bound to participate in an Administrative Proceeding, potential Complainants should use the Keyword Feedback Form. There is a link to the Form at the conclusion of this Policy.

3. Administrative Proceedings

(a) Registrants' Participation in Administrative Proceedings

At this time, not all Registrants are bound to participate in Administrative Proceedings. The requirement that Registrants participate in an Administrative Proceeding (or risk losing their Keyword registration by default) is being phased in through new and renewing registrations. See the discussion of the Keyword Feedback Form in paragraph 2(d) of this Part II above.

(b) Elements Complainant Must Prove

In an Administrative Proceeding, a Complainant may be entitled to receive one of two remedies identified in paragraph 3(h) of this Part II for a Keyword registration challenged if the Complainant proves that the Keyword Registrant is Cybersquatting with respect to the Keyword registration. The Keyword Registrant is Cybersquatting if the following three elements are proven for a Keyword registration:

(i) the Registrant's Keyword:

(A) is identical or confusingly similar to a trademark or service mark in which the Complainant has rights, or to Complainant's personal name or business name or domain name; or

(B) dilutes the distinctive character of a trademark or service mark in which the Complainant has rights, provided that the mark was famous at the time of the Keyword registration in the country where the Keyword is registered or used;

and

(ii) the Registrant has no legitimate interest in respect to the Keyword registration;

and

(iii) the Registrant's Keyword has been registered or has been used in bad faith.

For purposes of these substantive standards, a trademark or a service mark includes both registered marks and, where recognized by law, unregistered common law marks.

For the purposes of paragraph 3(b)(ii) above, the following non-exhaustive list of circumstances shall demonstrate that the Registrant has a legitimate interest in the Keyword registration:

- (i) prior to any notice to the Registrant of the dispute, the Registrant's use of, or demonstrable preparations to use, the Keyword registration had been made in connection with a bona fide offering of goods or services; or
- (ii) the Registrant (either as an individual, business, or other organization) has been commonly known by the Keyword, even if the Registrant has acquired no trademark or service mark rights; or
- (iii) the Registrant is making a legitimate non-commercial or fair use of the Keyword registration, without intent to misleadingly attract or divert Internet user traffic, or without intent to dilute the trademark, service mark or name at issue.

Findings made of these and other circumstances shall be based on the Panel's evaluation of all evidence presented by the Parties. At all times the burden of demonstrating the Registrant's lack of legitimate interest in the Keyword registration shall be borne by the Complainant.

For the purposes of paragraph 3(b)(iii) above, the following non-exhaustive list of circumstances, if demonstrated by the evidence before the Panel, may be evidence of the registration or use of a Keyword registration in bad faith:

- (i) circumstances indicating that the Registrant has registered the Keyword in order to prevent the Complainant from reflecting or employing the Complainant's mark or personal name or business name or domain name in a corresponding Keyword registration; or
- (ii) circumstances indicating that the Registrant has registered the Keyword primarily for the purpose of disrupting the business of or harassing the Complainant; or
- (iii) circumstances indicating that the Registrant has, by using the Keyword registration, intentionally attempted to misleadingly attract or divert Internet user traffic intended for the Complainant's web site (or other online resource) to the Registrant's web site(s) (or other online resource).

(c) Initiation of Administrative Proceeding in Bad Faith

The Complainant shall not initiate an Administrative Proceeding in bad faith, such as to harass the Registrant. If a Panel finds that a Complainant initiated the Administrative Proceeding in bad faith, the Complainant shall have to pay double the fees that would otherwise apply for any Administrative Proceedings initiated by Complainant during the one-year period following issuance of the Decision that finds the Complainant initiated the Administrative Proceeding in bad faith. If a subsequent Panel in a subsequent Administrative Proceeding finds that the same Complainant initiated such Administrative Proceeding in bad faith, the Complainant shall be prohibited from initiating any Administrative Proceedings for the one-year period following such finding.

(d) Default

In the event that the Registrant fails to file a timely response, or files an untimely response that the Panel decides not to consider, the Panel in the Administrative Proceeding shall proceed to a Decision on the complaint.

(e) Provider of Dispute Resolution Services

eResolution will provide the dispute resolution services for the Administrative Proceedings. In its provision of such services, eResolution will abide by this Policy.

(f) Role of RealNames Global Registry Services, Registries, Registrars, and Resellers Under this Policy

The role of RealNames Global Registry Services under this Policy is (i) to establish and, as necessary, update, this Policy; (ii) to respond to preliminary inquiries related to this Policy pursuant to paragraph 2 of this Part II; and (iii) to respond to queries from eResolution, the Clerk's Office or a Panel pursuant to this Policy.

The role of Registries, Registrars and Resellers under this Policy is (i) to abide by the Policy, in particular paragraph 1; and (ii) to incorporate this Policy into all Service Agreements.

RealNames, Registries, Registrars and Resellers will not participate in any other way in any dispute between a Registrant and a third party regarding the registration and use of a Keyword. Neither the Complainant nor the Registrant may name RealNames, Registries, Registrars or Resellers as a party or otherwise include it in any such proceeding. In the event that RealNames, Registry(ies), Registrar(s) and/or Reseller(s) are named as a party in any such proceeding, they reserves the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend themselves.

(g) No Change to Keyword Registrations On Grounds of Administrative Proceeding

Keyword registrations will not be cancelled or otherwise changed on the grounds that an Administrative Proceeding has been initiated.

(h) Remedy

Each Keyword registration successfully challenged by a Complainant in an Administrative Proceeding will be cancelled.

(i) Notification and Publication

eResolution shall notify the Parties, RealNames Global Registry Services, the applicable Registry, the applicable Registrar, and any applicable Reseller of any Decision made by an Administrative Panel with respect to a Keyword registration. Decisions will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its Decision.

(j) Effect of Previous Panel Decisions

While previous Panel Decisions may be influential and may be considered by later Panels, they are not binding.

(k) Availability of Court Proceedings and Effect on Implementation of Panel Decisions

(i) The mandatory Administrative Proceedings set forth in this Policy shall not prevent either the Registrant or the Complainant from submitting the dispute to a court or arbitral tribunal for independent resolution before such a mandatory Administrative Proceeding is commenced, during such proceeding, or after such a proceeding is concluded.

(ii) When choosing to initiate an Administrative Proceeding under this Policy, a Complainant must submit at the outset, in the event of any future challenge to a Decision of a Panel in an Administrative Proceeding in Complainant's favor, to the jurisdiction of the courts in at least one Mutual Jurisdiction and so specify in the complaint form.

(iii) A Registrant may choose to challenge the Decision of a Panel in an Administrative Proceeding in Complainant's favor in a court of Mutual Jurisdiction specified by the Complainant according to paragraph 3(k)(ii) above. The applicable Registrar for the Keyword registration at issue will implement the Panel's Decision twenty (20) calendar days after notification from eResolution, unless the Registrar has received from the Registrant, within that same period, documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that a lawsuit has been commenced against the Complainant in a court of Mutual Jurisdiction specified by the Complainant. If the Registrar receives such documentation, it will not implement the Panel's Decision, and will take no further action, until it receives:

(A) evidence satisfactory to the Registrar of a resolution between the Parties;

(B) evidence satisfactory to the Registrar that the Registrant's lawsuit has been dismissed or withdrawn; or

(C) a copy of an order from such court dismissing the Registrant's lawsuit or ordering that the Registrant does not have the right to continue to use the keyword.

(iv) An Administrative Proceeding is not an arbitration within the meaning of statutes or treaties regulating implementation, review or enforcement of arbitral decisions.

(l) Languages of the Proceedings

(i) Unless otherwise agreed by the Parties, the language of the Administrative Proceeding shall be the language of the Service Agreement.

(ii) If the language of the Administrative Proceeding is not supported by the Clerk's Office, all communications with the Clerk's Office shall be in English unless the Parties agree on another language that is supported by the Clerk's Office.

(iii) The Case Site environment, Complaint Form and Response Form may not be available in the language of the Administrative Proceeding.

(iv) The Complaint Form and Response Form need not be filled out in the language in which they are provided; however, if they are filled out in a language other than the language of the Administrative Proceeding pursuant to paragraph 3(1)(i) above, the Party may be required to translate its submissions by the Panel pursuant to paragraph 11(h) of Part III of this Policy.

4. Amendments to the Policy

(a) RealNames Global Registry Services reserves the right to modify this Policy at any time and with immediate effect.

(b) In the event a previous Registrant does not wish to be bound by the revised Policy, the Registrant must cancel its Keyword registration with the understanding that no refund will be provided for the time remaining pursuant to the Service Agreement.

(c) The Policy in force at the time the complaint is initiated shall govern the Administrative Proceeding.

PART III: RULES FOR ADMINISTRATIVE PROCEEDINGS

1. Communications

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

(i) by sending the complaint and the annexes to all postal and facsimile addresses:

(A) shown in the Keyword's registration data in the Global Keyword Registrant Database for the Keyword Registrant (or, until such time as the Database has launched, as provided by the Registrar to the Clerk's Office); and

(B) supplied by the Registry or Registrar to eResolution as the Registrant's billing contact;

and

(ii) by sending the complaint (including the annexes when available in electronic form) by e-mail to the e-mail addresses for the Respondent and billing contacts.

(b) All communications between the Clerk's Office and the Parties must be carried out through the Case Site messaging system, unless otherwise provided for in the Policy. Panel members shall endeavor to use the Case Site messaging system to communicate with each other and the Clerk's Office whenever feasible.

(c) No Party or anyone acting on a Party's behalf may have any unilateral communication with the Panel.

(d) All communications:

(i) between a Party and the Panel shall be made to the Clerk's Office and copied to the other Party;

(ii) between the Clerk's Office and any Party shall be made electronically and copied to the other Party;

(iii) by a Party shall be made electronically and copied to the other Party and the Clerk's Office, as the case may be; and

(iv) between members of a Panel shall be made electronically and copied to the Clerk's Office.

(e) All communications from the Clerk's Office to the intended Party shall be directed to a person designated by the Party as its Representative or prime contact.

(f) Communications shall be made in the language prescribed in paragraph 3(1)(i) of Part II of this Policy. E-mail communications should, when made outside of the Case Site messaging system and if practicable, be sent in plain text.

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

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

(ii) if delivered by postal or courier means that verify the date of delivery, on the date marked on the receipt; or

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

(h) In the event a Party sending a communication receives notification of non-delivery or late delivery of the communication, the Party shall promptly notify the Clerk's Office of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Clerk's Office.

(i) Either Party may update its contact details by notifying the Clerk's Office and the Registrar.

2. Deadlines

(a) Unless otherwise specified, the deadlines provided for in this Policy are mandatory.

(b) All deadlines calculated under this Policy are to begin running on the next calendar day after the date on which the relevant communication is considered to have been made pursuant to paragraph 1(g) of this Part III.

(c) The Parties may agree to extend or shorten the deadlines under this Policy, other than the deadline provided for the Panel's issuance of its Decision and deadlines imposed on the Clerk's Office. The Parties shall promptly inform the Clerk's Office of any such agreement.

(d) The Clerk's Office may decide to extend a deadline if it considers such an extension appropriate. A deadline extension sought by a Party must be requested before the expiration of such deadline.

(e) The Panel may decide to extend any deadline other than the deadline provided for the issuance of its Decision if it considers such an extension appropriate. However, pursuant to paragraph 6(c) of this Part III, the Panel will disregard the election of a three-member Panel by a late-filing Respondent.

(f) If Respondent files a late response without receiving an extension pursuant to paragraphs 2(c) or 2(d) above, the Panel shall consider the late response if it finds (of its own volition or upon argument by Respondent) that exceptional circumstances prevented the Respondent from obtaining an extension of time for filing the response.

3. The Complaint

(a) Any person or entity may initiate an Administrative Proceeding by submitting a complaint in accordance with this Policy to eResolution.

(b) The complaint is comprised of the Complaint Form and the attachments, if any.

(i) The Complaint Form must be submitted to the Clerk's Office in Electronic Format.

(ii) The attachments must be submitted in Electronic Format if possible.

(c) The complaint may relate to more than one Keyword, provided that the Keywords are registered by the same Registrant.

(d) The complaint shall:

(i) Request that the complaint be submitted for Decision in accordance with the Policy;

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

(iii) 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 must be drawn from eResolution's list of Panelists);

(iv) Provide the name of the Respondent (i.e., Keyword Registrant for Keyword(s) at issue) and all information (including any postal and e-mail addresses and telephone and telefax facsimile 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 Clerk's Office to send the complaint as described in paragraph 1(a) of this Part III;

(v) Specify the Keyword(s) that is/are the subject of the complaint;

(vi) Identify the Registry(ies), Registrar(s), and any Reseller(s) with whom the Keyword(s) is/are registered at the time the complaint is filed;

(vii) Specify the trademark(s), service mark(s) or names on which the complaint is based and, for each mark or name, describe the goods or services, if any, with which the mark or right is used.

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

(A) the manner in which the Keyword(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights or to Complainant's personal name, business name or domain name, and/or dilute(s) a famous trademark or service mark in which the Complainant has rights;

(B) why the Respondent should be considered as having no legitimate interest in respect of the Keyword registration(s) that is/are the subject of the complaint;
and

(C) why the keyword(s) should be considered as having been registered or used in bad faith.

The description should discuss any aspects of paragraph 3(b) of Part II of this Policy that are applicable. Complainant may include any factual information that bears upon the allegations.

(ix) Identify the relief sought pursuant to paragraph 3(h) of Part II of this Policy for each Keyword registration challenged;

(x) Identify any other legal proceedings, including previous Administrative Proceedings, that have been commenced or terminated in connection with or relating to any of the Keyword(s) that are the subject of the complaint;

(xi) State that Complainant will submit, in the event of any challenges by the Respondent to a Decision in the Administrative Proceeding cancelling the keyword, to the jurisdiction of the courts in at least one Mutual Jurisdiction and specify to which jurisdiction(s) he/she will submit;

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

"Complainant agrees that its claims and remedies concerning the registration of and registration to the Keyword, the Administrative Proceeding, or the Administrative Proceeding's resolution shall be solely against the Respondent and waives all such claims and remedies against the following parties as well as their directors, officers, employees, and agents: (a) eResolution and its Panelists, except in the case of deliberate wrongdoing; (b) RealNames; (c) the applicable Registry(ies) for the Keyword(s) at issue; (d) the applicable Registrar(s) for the Keyword(s) at issue; and (e) any applicable Reseller(s) for the Keyword(s) at issue. "

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

and

(xii) Include as an annex any documentary or other evidence, including any trademark or service mark registration(s), name certificates, specimens evidencing common law rights or uses, affidavits or declarations upon which the complaint relies, together with a schedule indexing such evidence. It is Complainant's responsibility to redact documents he/she considers confidential, understanding that the redacted version will be provided to Respondent and the Panel.

4. Circulation of Complaint and Commencement of Administrative Proceeding

(a) Once the fees have been paid, the Clerk's Office shall verify that the complaint complies with the Policy.

(b) If the complaint complies with this Policy, the Clerk's Office shall forward the complaint to the Respondent, in the manner prescribed by paragraph 1(a) of this Part III, within five (5) calendar days following receipt of the fees to be paid by the Complainant in accordance with paragraph 23 of this Part III .

(c) If the complaint fails to comply with this Policy or is otherwise deficient, the Clerk's Office shall promptly notify the Complainant of the nature of such failure or deficiency. The Complainant shall have seven (7) calendar days within which to correct any such failure or deficiency, after which the Administrative Proceeding will be deemed withdrawn without prejudice to the initiation of any Administrative Proceeding by the Complainant.

(d) The date of commencement of the Administrative Proceeding shall be the date on which the Clerk's Office completes its responsibilities in connection with forwarding the complaint to the Respondent.

(e) The Clerk's Office shall promptly notify the Parties, RealNames Global Registry Services, the applicable Registry(ies) and Registrar(s) and Reseller(s) for the Keyword(s) at issue of the date of commencement of the Administrative Proceeding.

5. The Response

(a) Promptly following commencement of the Administrative Proceeding, the Clerk's Office will issue a username and password to the Respondent, in order for the latter to access the Case Site to submit a response.

(b) Within twenty (20) calendar days of the date of commencement of the Administrative Proceeding the Respondent shall submit a response to the Clerk's Office.

(c) The Response is made up of two parts: the Response Form and the attachments, if any.

(i) The Response Form must be submitted to the Clerk's Office in Electronic Format.

(ii) The attachments must be submitted in Electronic Format, if possible.

(d) The Response shall:

(i) Respond specifically to the statements and allegations contained in the complaint, providing any and all bases for the Respondent to retain registration and use of the disputed Keyword, including why Respondent should be considered to have a legitimate interest in the Keyword registration;

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax facsimile numbers of the Respondent and of any representative authorized to act for the Respondent in the Administrative Proceeding;

(iii) If the Complainant has elected a one-member Panel in the complaint (see paragraph 4(d)(iii) of this Part III), state whether Respondent elects instead to have the Administrative Proceeding decided by a three-member Panel;

(iv) If either the Complainant or Respondent has elected a three-member Panel, the Respondent shall provide the names and contact details of three candidates to serve as one of the Panelists (these candidates must be drawn from the list of Panelists), and, if Respondent elected a three-member Panel, the Respondent shall pay the appropriate fees along with the response (see paragraph 6(d) of this Part III);

(v) Indicate the circumstances, if any, which show that the Complainant initiated the Administrative Proceeding in bad faith in violation of paragraph 3(c) of Part II of this Policy;

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

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

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

and

(viii) Include as an annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents. It is Respondent's responsibility to redact documents he/she considers confidential, understanding that the redacted version will be provided to Complainant and the Panel.

6. Appointment of the Panel

(a) eResolution shall maintain a publicly available list of Panelists. Such list shall provide information on the qualifications of the Panelists.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel, the Clerk's Office shall appoint, within seven (7) calendar days following receipt of the response by the Clerk's Office, 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 Administrative Proceeding decided by a three-member Panel, the Clerk's Office shall appoint three Panelists in accordance with the procedures identified in paragraph 6(e) of this Part III, provided that, in the event the Respondent elected a three-member Panel in a late response (i.e., a response for which no extension of time was received or any extension of time was exceeded), such election will be disregarded. The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the three-member Panel was chosen by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(d) If the Complainant elected to have the Administrative Proceeding decided by a one-member Panel and Respondent elects a three-member Panel:

(i) the Respondent shall submit to the Clerk's Office, at the same time as the Response Form:

(A) the names and contact details of three candidates to serve as one of the Panelists, drawn from eResolution's list of Panelists; and

(B) the applicable fees to eResolution;

and

(ii) the Complainant shall submit to the Clerk's Office, within seven (7) calendar days of receiving the response in which the Respondent has elected a three-member Panel:

(A) the names and contact details of three candidates to serve as one of the Panelists, drawn from eResolution's list of Panelists; and

(B) the additional fees to eResolution.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Clerk's Office shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Clerk's Office is unable within seven (7) calendar days to secure the appointment of one Panelist from each Party's list of candidates, the Clerk's Office shall make all three appointments from eResolution's list of Panelists. In the event the Clerk's Office is able within seven (7) days to secure the appointment of one Panelist from both Parties' list of candidates, the Clerk's Office shall select as the third Panelist a Panelist on eResolution's list of Panelists who is not included in either Party's lists of candidates.

(f) In exceptional circumstances, the Clerk's Office may appoint a Panelist not on the list of Panelists.

(g) Once the entire Panel is appointed, the Clerk's Office shall notify the Parties of the Panelist(s) appointed and the date by which, absent exceptional circumstances, the Panel shall forward its Decision to the Clerk's Office.

(h) The Clerk's Office shall assign the Panelist(s) a username(s) and password(s) that grant(s) access to the case documents on the Case Site.

7. Presiding Panelist

(a) When a three-member Panel is formed, one of the Panelists shall be appointed Presiding Panelist by the Clerk's Office.

(b) The Presiding Panelist shall be responsible for administrative duties associated with the work of the Panel, such as communications on behalf of the Panel with the Parties and the Clerk's Office, submitting copies of materials and/or the Decision to the other Panelists and/or Clerk's Office, etc.

(c) The Presiding Panelist shall ensure that all Panelists agree to the issuance of the complete Decision before it is issued.

8. Impartiality and Independence of the Panel

(a) All Panelists must remain independent from the Parties throughout the Administrative Proceeding.

(i) Prior to their appointment, Panelists must file a declaration of independence and impartiality. This declaration must be signed and sent to eResolution.

(ii) If Panelists become aware of any facts or circumstances that could impair their impartiality or independence after they have been appointed, they must notify the Clerk's Office. In such cases, the Clerk's Office shall inform the Parties of such facts or circumstances, and ask them to send their comments to the Clerk's Office within seven (7) calendar days.

(b) By accepting an appointment, Panelists undertake to carry out their duties to completion pursuant to the Policy.

(c) Any Panelist can be challenged if there are circumstances that raise serious doubts as to his/her impartiality or independence.

(i) Any Party wishing to challenge a Panelist's independence or impartiality must notify the Clerk's Office of the challenge within five (5) calendar days of the Panelist's appointment or of the date when the Party became aware of the facts or circumstances giving rise to the challenge. The challenging Party must clearly present the reasons or circumstances for the challenge. No challenge filed after the five (5) day period shall be considered.

(ii) The Clerk's Office shall rule on the proposed challenge after having allowed the Panelist in question, the other Panelists, if applicable, and the Parties to comment. Such comments shall be sent to the Parties and Panelist(s) within seven (7) calendar days of the receipt of the challenge.

(iii) The Clerk's Office shall have five (5) calendar days from the time the comments on the challenge are submitted to make a Decision on the challenge.

9. Replacement of a Panelist

(a) Panelists may be replaced in the event of death, incapacity, successful challenge or resignation accepted by the Clerk's Office. Panelists may also be replaced by the Clerk's Office if they are unable to fulfill their obligations or do not respect the Policy.

(b) In the event of replacement of a Panelist, the Clerk's Office will promptly appoint a new Panelist.

(c) Once a new Panelist has been appointed, the Panel shall determine how the Administrative Proceeding shall continue and inform the Clerk's Office of the date on which a Decision shall be rendered.

10. Transmission of the File to the Panel

By granting access to the Case Site, the Clerk's Office shall forward the file, which shall be comprised of all forms and annexes submitted by the Complainant and Respondent to the Panel as soon as the Panelist is appointed in the case of a one-member Panel, or as soon as the last Panelist is appointed in the case of a three-member Panel. The Clerk's Office shall draw the attention of the Panel to any untimely submissions or submissions that might otherwise fail to comply with this Policy.

11. 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.
- (b) In all Administrative Proceedings, the Panel shall ensure that the Parties are treated equally and given a fair opportunity to present their case.
- (c) The Panel shall ensure that the Administrative Proceeding takes place with due expedition. It may, at the request of a Party or of its own volition, 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) The Panel shall draw any inferences it considers appropriate from a Party's failure to comply with any aspect of this Policy.
- (f) A Panel shall exercise its sole discretion in deciding a request by a Party to consolidate multiple Administrative Proceedings in accordance with the Policy.
- (g) The Panel may rule on any question or objection raised by a Party or by the Clerk's Office, including the interpretation of the Policy.
 - (i) A question, a request or an objection must be raised as early as possible, however no later than five calendar (5) days after the Panel has been appointed.
 - (ii) The Panel may rule on any question or objection as a preliminary issue, or it may decide to continue the Administrative Proceeding and rule on such an objection in its final Decision.
- (h) 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.
- (i) In addition to the complaint and the response and their annexes, the Panel may request, in its sole discretion, further submissions from either of the Parties.

12. Consolidation

In the event of multiple Administrative Proceedings between a Registrant and a Complainant, either the Registrant or the Complainant may petition to consolidate the proceedings before a single Administrative Panel. Such petition shall be made to the first Administrative Panel appointed to hear a pending Administrative Proceeding between the Parties. This Administrative Panel may consolidate before it any or all such Administrative Proceedings in its sole discretion.

13. Queries to RealNames Global Registry Services, Registries, Registrars, and Resellers

(a) The Clerk's Office, for the purposes of managing an Administrative Proceeding, may request further information from the RealNames Global Registry Service, Registry(ies), Registrar(s) and/or Reseller(s), all of which shall respond to the Clerk's Office within seven (7) calendar days.

(b) The Panel, acting through the Clerk's Office, may request, in its sole discretion, further information from the RealNames Global Registry Service, Registry(ies), Registrar(s) and/or Reseller(s), all of which shall respond to the Clerk's Office within seven (7) calendar days.

14. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with this Policy, as well as 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 Clerk's Office within fourteen (14) calendar days of its appointment.

(c) In the case of a three-member Panel, the Panel's Decision with respect to each Keyword registration challenged 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) The Panel's Decision shall be drafted on the appropriate form, signed (both majority and dissenting opinions, if applicable) and sent to the Clerk's Office in Electronic Format and by facsimile. The faxed copy or the electronic copy or both must be signed.

(f) If the Panel finds that the Complainant initiated the Administrative Proceeding in bad faith, the Panel shall state so in its Decision and provide the reasons for this finding.

(g) The Panel shall state the relief granted to a prevailing Complainant with respect to each Keyword registration for which Complainant prevailed.

15. Correction of Clerical Mistakes

The Clerk's Office may inform the Panel of any clerical errors in the Decision.

16. Communication of Decision to Parties

(a) Within five (5) calendar days after receiving the Decision from the Panel, the Clerk's Office shall communicate the full text of the decision to each Party, RealNames Global Registry Services, and the applicable Registry, Registrar and any Reseller. The applicable Registry shall immediately communicate to each Party and the Clerk's Office the date for the implementation of the Decision in accordance with the Policy in the case where Complainant prevailed.

(b) Except if the Panel determines otherwise according to paragraph 3(i) of Part II of the Policy, eResolution shall publish the full Decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any Decision determining a complaint to have been brought in bad faith shall be published.

17. Implementation of the Decision

Subject only to the initiation of legal proceedings in a court of Mutual Jurisdiction under paragraph 3(k)(iii) of Part II, the applicable Registry will implement a Decision of a Panel made in an Administrative Proceeding governed by this Policy within twenty (20) calendar days after notification of the Decision by eResolution.

18. Settlement or Other Grounds for Termination

(a) At any time before a Decision is rendered, the Complainant may settle or withdraw from a case. In such circumstances, the Complainant must complete a declaration. Such declaration:

- (i) must be sent in Electronic Form to the Clerk's Office and be copied to the other Party; and
- (ii) shall explicitly terminate the Administrative Proceeding.

If the said declaration is sent before the Panel has been formed, all prepaid fees will be reimbursed except for the administrative fee.

(b) If, at any time before a Decision is rendered, 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.

19. Attempt to Influence the Decision

(a) If the Clerk's Office or the Panel finds that a Party, by any means, attempted to corrupt or influence the Panel, its members or the Clerk's Office during the course of the Administrative Proceeding, such Party shall be considered:

- (i) in the case of the Complainant, to have abandoned the Administrative Proceeding. The Complainant shall forfeit the administrative fee and be barred from submitting another complaint relating to the Keyword registrations described in the initial complaint; and
- (ii) in the case of the Respondent, to have unconditionally accepted the cancellation of the Keyword registration(s) at issue.

(b) The Panel may publish a statement that one Party has tried to influence the outcome of the Administrative Proceeding.

20. Limitation on Challenging Same Keyword Registrations

A Complainant cannot initiate an Administrative Proceeding involving the same Respondent and same Keyword registration as a previous Administrative Proceeding decided by a Panel within two (2) years of the previous Panel's Decision, except under the narrow circumstances described in paragraph 21 below.

21. Reconsideration

- (a) A Party that lost an Administrative Proceeding may bring a motion for reconsideration of the Decision issued in the Administrative Proceeding within two (2) months of receipt of the Panel's original Decision. Such motion must show manifest injustice would result from failure to reconsider the Panel's original Decision.
- (b) The Clerk's Office will endeavor to obtain the same Panelist(s) to consider such motion unless the motion challenges the impartiality or independence of the Panelist(s).
- (c) The fees that would apply were the motion an original Administrative Proceeding will apply.
- (d) All relevant aspect of this Policy will apply to motions for reconsideration except where the Clerk's Office or Panel in their sole discretion decide it is appropriate to depart from the Policy.

22. Effect of Other Legal Proceedings

- (a) In the event that other legal proceedings are initiated prior to or during an Administrative Proceeding involving the same Keyword registration(s) that are the subject of the complaint, the Panel shall proceed to a Decision unless eResolution, the Panel or any of the individual Panelists is ordered or directed otherwise by a court or arbitral tribunal, in which case, the Panel may decide to suspend or terminate the Administrative Proceeding.
- (b) In the event that a Party initiates any other legal proceedings during an Administrative Proceeding involving the same Keyword registration(s) that are the subject of the complaint, the Party shall promptly notify the Clerk's Office, who shall in turn inform the Panel.

23. Fees

- (a) The Complainant shall pay to eResolution an initial fixed fee, in accordance with the Schedule of Fees in Part IV of this Policy.
- (b) No action shall be taken by eResolution on a complaint until it has received from Complainant the initial fee in accordance with paragraph 23(a) above.
- (c) If eResolution has not received the initial fixed fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the Administrative Proceeding terminated without prejudice.
- (d) A Respondent electing under paragraph 5(d)(iii) of this Part III to have the Administrative Proceeding decided by a three-member Panel, rather than the single-member Panel elected by the Complainant, shall pay eResolution one-half the fixed fee for a three-member Panel as per paragraph 6(d)(i). In all other cases, the Complainant shall bear all the fees, except as prescribed under paragraph 23(e).
- (e) In exceptional circumstances, the Clerk's Office may require additional fees from the Parties.

PART IV: SCHEDULE OF FEES

Single Panelist

Number of Keyword registrations challenged in the complaint	Panelist	Administrative Fee	Total Fees
1 to 2	US\$ 1500	US\$ 500	US\$ 2000
3 to 6	US\$ 1800	US\$ 600	US\$ 2400
7 to 10	US\$ 2200	US\$ 700	US\$ 2900
11 to 15	US\$ 2700	US\$ 800	US\$ 3500
More than 15	To be discussed with the Clerk's Office.		

Three Panelists

Number of Keyword registrations challenged in the complaint	Presiding Panelist	Total Fee Required for both Second and Third Panelists	Administrative Fee	Total Fees
1 to 2	US\$ 1500	US\$ 2000	US\$ 600	US\$ 4100
3 to 6	US\$ 1800	US\$ 2200	US\$ 800	US\$ 4800
7 to 10	US\$ 2250	US\$ 2500	US\$ 1000	US\$ 5750
11 to 15	US\$ 2700	US\$ 2800	US\$ 1200	US\$ 6700
More than 15	To be discussed with the Clerk's Office.			

[Click here if you would like to review the Keyword Dispute Resolution FAQs.](#)

[Click here to go to the Keyword Feedback Form.](#)

[Click here if you would like to visit eResolution’s web page addressing Administrative Proceedings for Keyword registrations.](#)