

# Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules")

Please note that the English language version of all translated content and documents are the official versions and that translations in other languages are for informational purposes only.

**Version History:** The Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules") were originally approved by the ICANN Board on 24 October 1999 in connection with the implementation of the Uniform Domain Name Dispute Resolution Policy (UDRP). The Rules were subsequently modified on 30 October 2009 (effective 1 March 2010) and again on 28 September 2013 (effective 31 July 2015). On 21 February 2024, an updated version of the Rules was published to implement changes required by the Registration Data Policy (effective 21 August 2025). A further update to the Rules will become effective on [date] to implement policy recommendations from the IGO-INGO Access to Curative Rights Protection Mechanisms Policy Development Process (PDP) and the Expedited Policy Development Process (EPDP) on Specific Curative Rights Protections for International Governmental Organizations (IGOs).

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. Arbitral Proceedings for the resolution of disputes initiated by IGO Complainants under the Uniform Domain Name Dispute Resolution Policy shall be governed by these Rules and the Arbitral Institution's applicable arbitral rules. To the extent that the Supplemental Rules of any Provider or applicable arbitral rules of an Arbitral Institution conflict with these Rules, these Rules supersede.

## 1. Definitions

In these Rules:

**Arbitral Institution** means a dispute-resolution service provider designated by ICANN to administer an Arbitral Proceeding. A list of such Arbitral Institutions and their applicable arbitral rules appears at [link].

**Arbitral Panel** means a panel that is appointed by an Arbitral Institution to decide an Arbitral Proceeding.

**Deleted:** Updated 21 February 2024 to reflect changes required to implement the Registration Data Policy. Contracted parties may implement this updated Policy beginning on 21 August 2024 and must implement no later than 21 August 2025.<sup>1</sup>  
As approved by the ICANN Board of Directors on 28 September 2013.<sup>1</sup>  
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.

Formatted: Font: 12 pt, Font color: Black

Draft  
For Public Comment  
Last Updated: 10 June 2026

**Arbitral Panelist** means an individual appointed by an Arbitral Institution to be a member of an Arbitral Panel.

**Arbitral Proceeding** means a binding arbitration proceeding initiated by the domain-name holder with an Arbitral Institution to resolve the claims raised in or to challenge a determination issued in an administrative proceeding under the Policy that was initiated by an IGO Complainant. The outcome of the Arbitral Proceeding is final and binding, and the Arbitral Proceeding shall be conducted in accordance with the Arbitral Institution's applicable arbitral rules, including rules pertaining to discovery, hearings, and communications.

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

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

**IGO Complainant** refers to a Complainant that is: (i) an international organization established by a treaty and which possesses international legal personality; (ii) an intergovernmental organization having received a standing invitation, which remains in effect, to participate as an observer in the sessions and the work of the United Nations General Assembly; or (iii) a Specialized Agency or distinct entity, organ or program of the United Nations.

**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 Registration Data<sup>1</sup> 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.

<sup>1</sup> The term "Registration Data" as used in this policy SHALL have the meaning given to it in the [Registration Data Policy](#).

Formatted: Font: 12 pt, Font color: Black

Draft  
For Public Comment  
Last Updated: 10 June 2026

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

**Party** means a Complainant or a Respondent in an administrative proceeding or an IGO Complainant or a Respondent in an Arbitral Proceeding under the Policy.

**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. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

**Written Notice** means hardcopy notification by the Provider to the Respondent

Formatted: Font: 12 pt, Font color: Black

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) for the domain-name holder, administrative and technical contact (as applicable) shown in the domain name's Registration Data in Registrar's Registration Data Directory Service (hereinafter "RDDS") or listed in the Registration Data provided by the Registrar or Registry Operator when the Registration Data is redacted in the RDDS 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 as applicable;

(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\(b\)\(v\)](#).

Draft  
For Public Comment  
Last Updated: 10 June 2026

(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\(c\)\(iii\)](#)).

(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

Formatted: Font: 12 pt, Font color: Black

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

Formatted: Indent: Left: 1"

Formatted: Font: 12 pt, Font color: Black

Draft  
For Public Comment  
Last Updated: 10 June 2026

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\(a\)](#). Complainant's complaint must not be deemed defective for failure to provide the name of the Respondent 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 complaint against an unidentified Respondent and the Provider shall provide the Complainant with the relevant contact details of the Registered Name Holder after being presented with a complaint against an unidentified Respondent;

(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.) Where the Complainant is an IGO Complainant, it may show rights in a mark, as contemplated by the Policy, by demonstrating that the identifier that forms the basis for the complaint is used by the IGO Complainant to conduct public activities in accordance with its stated mission (as may be reflected in its treaty, charter, or governing document). Such use shall not be a token use.

(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

Formatted: Font: 12 pt, Font color: Black

Draft  
For Public Comment  
Last Updated: 10 June 2026

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) Except in UDRP proceedings filed by an IGO Complainant, 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. Where the Complainant is an IGO Complainant, the complaint shall state that the Complainant is an IGO Complainant and that, in the event the Respondent elects to submit the dispute to arbitration following the issuance of a decision in the administrative proceeding canceling or transferring the domain name, the IGO Complainant agrees to resolve such dispute through a binding Arbitral Proceeding in accordance with the Policy, these Rules, and the applicable arbitral rules, and agrees to be bound by the decision of the Arbitral Panel;

(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. In proceedings filed by an IGO Complainant, the IGO Complainant must annex documentation

Formatted: Font: 12 pt, Font color: Black

demonstrating that the Complainant is, in fact, an "IGO Complainant" as defined in Paragraph 1.

(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 full Registration Data for each of the specified domain names in the verification request upon the UDRP Provider notifying the Registrar of the existence of a complaint, including by participating in the mechanism to provide the full Registration Data to the Provider as specified by ICANN, 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 the 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. If the complaint was filed by an IGO Complainant, this Written Notice must inform the Respondent that if the Panel issues a decision in favor of the IGO Complainant:

Formatted: Font: 12 pt, Font color: Black

(i) the Respondent has the right to seek to challenge the UDRP decision canceling or transferring the domain name(s) by filing a claim in court, which the court may or may not accept jurisdiction over the IGO Complainant and/or the case;

(ii) that, in the event the Respondent chooses to initiate court proceedings, the IGO Complainant may assert its privileges and immunities with the result that the court may decline to hear the merits of the case on the basis of IGO privileges and immunities; and

(iii) that the Respondent has the option to initiate an Arbitral Proceeding administered by an Arbitral Institution to resolve the dispute, including in lieu of initiating court proceedings or, if it files a claim in court, where the court has declined to hear the merits of the case.

(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

Formatted: Font: 12 pt, Font color: Black

Draft  
For Public Comment  
Last Updated: 10 June 2026

(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.

Formatted: Font: 12 pt, Font color: Dark Gray

## 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\(c\)\(iv\)](#)), 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

Formatted: Font: 12 pt, Font color: Black

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.

Formatted: Font: 12 pt, Font color: Black

## **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.

Formatted: Font: 12 pt, Font color: Black

## 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

Formatted: Font: 12 pt, Font color: Black

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. Where the Complainant is an IGO Complainant, the Provider shall, when notifying the Parties of a decision in which the IGO Complainant prevails, provide information about the Arbitral Proceeding available to the Respondent, including a link to the ICANN webpage at [link] listing the Arbitral Institution(s) designated by ICANN and their applicable arbitral rules. 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.

Formatted: Font: 12 pt, Font color: Black

(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 Legal Proceedings

Deleted: Court

(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 either before a court or via arbitration, it shall promptly notify the Panel and the Provider. See [Paragraph 8](#) above.

## 19. Fees

Formatted: Font: 12 pt, Font color: Black

(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\(c\)\(iv\)](#) 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 6\(c\)](#). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under [Paragraph 19\(d\)](#). [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 the 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. Arbitral Proceedings Involving IGO Complainants**

### **(a) Applicable Disputes**

(i) The Respondent may seek de novo review and resolution of the claims raised in a complaint filed by an IGO Complainant by initiating an Arbitral Proceeding in accordance with Paragraph 10 of the Policy, this Paragraph 20, and the applicable arbitral rules of the Arbitral Institution.

(ii) The Respondent may request to initiate an Arbitral Proceeding at any time after the Provider's transmission of a complaint filed by an IGO Complainant to the Respondent and prior to the Provider's communication of an administrative panel's decision under the Policy, or within ten (10) business days (as observed in the location of the Registrar's principal office) of either:

- (1) The date of the Provider's communication of an administrative panel's decision under the Policy in favor of an IGO Complainant; or
- (2) The date a court order is issued, in which the court declines to hear the merits of a case, brought by the Respondent in the administrative proceeding under the Policy, on the basis of the IGO Complainant's privileges and immunities.
- (iii) If the Respondent requests to initiate an Arbitral Proceeding prior to the Provider's communication of an administrative panel's decision under the Policy, the IGO Complainant may, but is not required to, agree to resolve such dispute through a binding Arbitral Proceeding in accordance with the Policy, these Rules, and the applicable arbitral rules, and to be bound by the decision of the Arbitral Panel.

(b) Arbitral Communications

Any communication to the Arbitral Institution or the Arbitral Panel shall be made in accordance with the applicable arbitral rules of the Arbitral Institution (with a record of its transmission being available).

(c) Commencement of Arbitral Proceeding

- (i) The Respondent may request to initiate a binding Arbitral Proceeding to resolve an applicable dispute with any designated Arbitral Institution in accordance with the Policy, these Rules, and the applicable arbitral rules.
- (ii) The Respondent shall request to initiate an Arbitral Proceeding with the Arbitral Institution electronically via the Internet (a record of its transmission being available) with the applicable filing fee and with a copy to the concerned Registrar within the time frames identified in Paragraph 20(a)(ii) of these Rules.

(d) Arbitral Proceeding Fees

The Respondent shall pay to the Arbitral Institution an initial fixed fee, in accordance with the applicable arbitral rules, within the time and in the amount required. All subsequent fee requirements, including how fees will be structured and shared between the Parties involved in the Arbitral Proceeding, will be stated in the applicable arbitral rules.

(e) Arbitral Proceeding Intake

- (i) Upon receipt of a request to initiate an Arbitral Proceeding, the Arbitral Institution shall review the submission for administrative compliance with these Rules and the applicable arbitral rules and, if in compliance, shall commence the Arbitral Proceeding by transmitting a Notice of Arbitral Proceeding, including any annexes, electronically to the IGO Complainant as prescribed by these Rules and the applicable arbitral rules.<sup>2</sup>
- (ii) If the Arbitral Institution dismisses the request to initiate an Arbitral Proceeding due to an administrative deficiency, or the Respondent withdraws the Arbitral Proceeding, the Arbitral Institution shall inform the Registrar(s) that the Arbitral Proceeding has been dismissed or withdrawn. Upon such notice, the Registrar(s) shall implement the administrative panel decision, if one has been issued, within ten (10) business days (as observed in the location of the Registrar's principal office).
- (iii) The Arbitral Institution shall immediately notify the Parties, the Registrar(s), the UDRP Provider in the administrative proceeding (the "UDRP Provider"), and ICANN of the date of commencement of the Arbitral Proceeding. The date of commencement of the Arbitral Proceeding shall be the date on which the Arbitral Institution completes its responsibilities under Paragraph 20(e)(i) in connection with sending the Notice of Arbitral Proceeding to the IGO Complainant.
- (iv) The Registrar shall, upon receipt of the Respondent's request to initiate an Arbitral Proceeding, maintain the Lock and shall take no further action until the Registrar receives one of the following: evidence satisfactory to the Registrar of a resolution between the Parties; notice from the Arbitral Institution that the Arbitral Proceeding has been terminated; or a copy of a decision from the Arbitral Panel.

(f) Arbitral Panel

The Arbitral Panel will be appointed in accordance with the applicable arbitral rules of the Arbitral Institution.

<sup>2</sup> The Registrar's receipt of the Notice of Arbitral Proceeding from the Arbitral Institution constitutes an "extenuating circumstance" in which the Registrar may renew the relevant domain name registration(s) at the conclusion of the registration period pursuant to Section 3.7.5.1 of the Registrar Accreditation Agreement (see ICANN Registrar Accreditation Agreement at <https://www.icann.org/en/contracted-parties/accredited-registrars/registrar-accreditation-agreement>).

Deleted: applicable

Formatted: Font: 12 pt, Font color: Black

(g) Arbitral Proceeding

- (i) The Arbitral Proceeding is a de novo review of the merits of the claim raised in the administrative proceeding and will be conducted in accordance with the arbitral rules of the applicable Arbitral Institution.
- (ii) The applicable substantive law governing the Arbitral Proceeding shall be the law mutually agreed by the Parties. If no agreement is reached, the IGO Complainant may elect either (1) the law of the jurisdiction of the Registrar's principal office, or (2) the law of the Respondent's location. Where the Respondent used a privacy or proxy service, and the beneficial user of the domain name's identity was disclosed as part of the administrative proceedings, the IGO Complainant may instead elect the law of the jurisdiction of the beneficial user of the domain name (the privacy or proxy service customer) if different from the Respondent's location. If none of these choices of law provide a cause of action, the Arbitral Panel shall determine the applicable law consistent with the applicable arbitral rules of the Arbitral Institution.

(h) Communication of Arbitral Decision

- (i) Within three (3) business days after receiving the decision from the Arbitral Panel, the Arbitral Institution shall communicate the full text of the decision to each Party, the Registrar(s), the UDRP Provider, and ICANN. This communication constitutes an order from an arbitral tribunal for purposes of Paragraph 3(b) of the Policy.
- (ii) Except if the Arbitral Panel determines otherwise (see Paragraph 4(j) of the Policy), the Arbitral Institution shall publish the full decision and the date of its implementation on a publicly accessible web site.

(i) Implementation of Arbitral Decision

- (i) The Registrar(s) shall implement the Arbitral Panel decision within five (5) business days of receiving the decision from the Arbitral Institution, as observed in the location of the Registrar's principal office.
- (ii) Upon notice of the decision of an Arbitral Panel, the UDRP Provider shall annotate the original published administrative panel decision, if one was issued, to reference the published decision of the Arbitral Panel.

## 21. Exclusion of Liability

Except in the case of deliberate wrongdoing, none of the following shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules: the Provider, a Panelist, the Arbitral Institution, or an Arbitral Panelist.

Deleted: neither

Deleted: Provider nor a Panelist

## 22. 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.

Formatted: Font: 12 pt, Font color: Black