# 统一域名争议解决政策之规则 （"规则"）（中英文）

（颁布机关：互联网络名称和数码分配公司；实施日期： 2009 年 10 月 30 日 ）

由 ICANN 董事会于 2009 年 10 月 30 日通过 。

新规则适用于 2010 年 3 月 1 日及之后提交的投诉案件，于 2010 年 2 月 28 日及以前提交的案件仍旧适用原有的规则。（原规则地址： http://www.icann.org/en/dndr/udrp/uniform-rules-24oct99-en.htm）。 UDRP 相关争议解决机构可在 2010 年 3 月 1 日前公布新规则。

以下最新规则适用于在 2015 年 7 月 31 日当天或之后向提供商提交投诉而启动的所有 UDRP 程序。UDRP 提供商可选择在 2015 年 7 月 31 日前通过本规则所载通知程序发出通知。

根据由 ICANN 采纳的《统一域名争议解决政策》进行的争议解决行政程序受本《规则》以及管理案件程序的《补充规则》所约束（发布于 ICANN 网站上）。 如任何争议解决机构的《补充规则》与本《规则》出现冲突，应以本《规则》为准。

定义

在本《规则》中：

投诉人 指就有关域名注册提起投诉的一方当事人。

ICANN 指互联网络名称及数码分配公司。

交互管辖法域 指 (a) 注册商总办事处所在地的法院管辖（前提是域名持有人已在其注册协议中规定将涉及其域名使用的争议交由该法域的法院管辖）或 (b) 投诉提交至争议解决机构之时，注册商在 Whois 数据库的域名注册信息中所显示的域名持有人地址所在地的法院管辖。

专家组 指由争议解决机构指定的负责裁定有关域名注册投诉的行政专家组。

专家 指由争议解决机构指定的作为专家组成员的个人。

当事人 指投诉人或被投诉人。

《政策》 指 《统一域名争议解决政策》 ，该《政策》通过引用的方式并入注册协议中，成为协议的一部分。

争议解决机构 指由 ICANN 所认可的争议解决服务提供者。 机构名单可查阅网址http://www.icann.org/zh/dndr/udrp/approved-providers-zh.htm 。

注册商 指为被投诉人提供争议域名注册服务的公司。

注册协议 指注册商与域名持有人之间所签订的域名注册协议。

被投诉人 指持有被投诉注册域名的持有人。

反向域名侵夺 指恶意利用《政策》规定，企图剥夺注册域名持有人所持有的域名的行为。

《补充规则》 指争议解决机构所采纳的、用于管理投诉程序的本《规则》之补充规则。 《补充规则》内容不应与《政策》或本《规则》规定相悖，并应包括以下内容：费用、字数和页数限制及指南、文件大小和格式、仲裁机构和专家组的联系方式以及封面格式。

书面通知 指争议解决机构依据《政策》向被投诉人送达的程序正式开始的书面通知，该通知应告知被投诉人被投诉的事实，并应说明争议解决机构已按本《规则》规定，以电子文本的形式向被投诉人发送了投诉书及附件。 书面通知本身不包含书面投诉书或任何附件。

送达

(a) 在向被投诉人送达电子形式的投诉书及附件时，争议解决机构有责任采取合理可行的手段以保证被投诉人确实收到投诉书。 当被投诉人确实收到投诉书，或争议解决机构为使被投诉人确实收到投诉书而实施下列行为后，该责任即行解除：

(i) 向 (A) 注册商在 Whois 数据库域名注册资料中显示的注册域名持有人、技术联系人、管理联系人以及 (B) 注册商向争议解决机构提供的域名注册缴费联系人的所有邮政通讯及传真地址发送投诉的书面通知；并且

(ii) 通过电子邮件向以下地址传送电子形式的投诉书及所有附件：

(A) 该注册域名的技术联系人、管理联系人及缴费联系人的电子邮件地址；

(B) postmaster@< 争议域名 > ；及

(C) 当该域名（或 www. 后接该域名）能解析至一个有效网页（争议解决机构确认该网页并非由注册商或 ISP 所维护的、可停放多个域名持有人所注册域名的一般网页）时，该网页上显示的或链接到的所有电子邮件地址；

(iii) 向被投诉人自行选择并通知争议解决机构的所有电子邮件地址发送投诉书及附件，并在可行范围内，向由投诉人根据 第 3(b)(v) 条 向争议解决机构提供的其他所有电子邮件地址发送投诉书及附件。

(b) 除 第 2(a) 条 规定的情形外，依本《规则》向投诉人和被投诉人发送的任何书面文件均应以电子文本形式通过互联网传送（并应保存传送记录）或分别根据投诉人和被投诉人选定的合理方式进行（见 第 3(b)(iii) 条 和 第 5(b)(iii) 条 ）。

(c) 向争议解决机构或专家组提交的所有文件均应按争议解决机构《补充规则》所规定的方法和方式（包括副本份数的要求）提交。

(d) 文件均应以 第 11 条 所规定的语言撰写。

(e) 任何一方当事人均可通知争议解决机构和注册商，以更新其详细联络信息。

(f) 除非本《规则》另有规定或专家组另行决定，否则根据本《规则》所提交的所有文件在下列情形中均应视为已经送达：

(i) 通过互联网传送的，在传送日期可予验证的情况下，以该文件传送日期为准；或

(ii) 通过传真方式传送的，以传送确认书上显示的日期为准；或

(iii) 通过邮寄或快递方式发送的，以收据上标注的日期为准。

(g) 除非本《规则》另有规定，否则本《规则》规定的所有从文件送达起计算的期限均按 第 2(f) 条 规定，以文件被视为送达的最早日期开始计算。

(h) 任何文件

(i) 凡由专家组传送给任何一方当事人者，必须同时向争议解决机构和另一方当事人传送文件副本；

(ii) 凡由争议解决机构传送给任何一方当事人者，必须同时向另一方当事人传送文件副本；以及

(iii) 凡由一方当事人提交者，必须同时向另一方当事人、专家组以及争议解决机构传送文件副本。

(i) 文件传送方有义务记录文件传送事实和传送情况，供有关当事方查阅以及报告所用。 包括争议解决机构依据第 2(a)(i) 条向被投诉人以邮寄或传真的形式送达的书面通知。

(j) 如果发送文件的一方当事人收到文件未送达的通知，该当事人应立即向专家组通报有关情况（如果尚未指定专家组，则通知争议解决机构 ) 。 有关文件传送和回复的进一步程序均应依照专家组（或争议机构）的指示进行。

投诉

(a) 任何个人或实体均可依据《政策》及本《规则》向经 ICANN 认可的争议解决机构提出投诉，启动行政程序。 （由于工作量限制或其他原因，争议解决机构受理投诉有时可能会暂停受理投诉。 在这种情况下，该争议解决机构将拒绝接受投诉申请。 有关个人或企业可向其他争议解决机构提起投诉。）

(b) 投诉书及附件应以电子文件形式提交，并且应当：

(i) 提出请求根据《政策》和本《规则》裁决本次投诉；

(ii) 提供投诉人及其行政程序授权代表的姓名、通讯地址、电子邮件地址、电话和传真号码；

(iii) 注明行政程序中就 (A) 电子文件材料和 (B) 包含有形书面文件的材料（如果有）与投诉人联络的首选通讯方式（包括联系人、联系方式及联络地址）；

(iv) 决定投诉人是选择一人专家组还是三人专家组裁决纠纷。如果投诉人选择由三人专家组裁决纠纷，则应提供三名候选专家的姓名和详细联络信息，案件专家组的成员之一将从中指定（三位候选专家可从任一家 ICANN 认可的争议解决机构的专家名单中选择）；

(v) 提供被投诉人（域名持有人）的名称以及投诉人已知的有关被投诉人及其代表联络方式的所有信息，包括投诉前双方协商过程中的联络信息（所有的通讯及电子邮件地址、电话和传真号码等），上述信息应具体详细，以便争议解决机构能够按 第 2(a) 条 规定向被投诉人发送投诉书；

(vi) 明确该投诉所指的域名；

(vii) 指出提起投诉之时上述域名的注册商；

(viii) 明确该投诉针对的商品商标或服务商标。对于每一种商标，均应说明使用该商标的商品或服务（投诉人亦可单独说明在提起投诉之时起，被投诉人意图在其他哪些商品及服务上使用该商标）；

(ix) 根据《政策》规定，说明投诉理由，尤其应包括：

(1) 争议域名与投诉人享有权利的商品商标或服务商标相同或混淆性相似；及

(2) 被投诉人（域名持有人）对争议域名不享有权利或不具备合法利益的原因；及

(3) 认为争议域名系恶意注册和使用的理由

（投诉人说明第 (2) 项和第 (3) 项内容时，应对《政策》 第 4(b) 条 和 第 4(c) 条 中适用的各个方面进行讨论。 说明内容应符合争议解决机构《补充规则》对字数或文件页数的限制。）

(x) 根据《政策》规定，明确所寻求的救济方式；

(xi) 指出其他所有已开始或已终止的与争议域名相关的诉讼程序；

(xii) 声明已经根据 第 2(b) 条 规定向被投诉人（域名持有人）发送了投诉书及所有附件的副本，以及争议解决机构《补充规则》所规定的封面。

(xiii) 声明投诉人如对行政程序中取消或转移域名的裁决有任何异议，将把相关争议交由已确定的至少一个交互管辖法域中的法院管辖；

(xiv) 投诉书的结尾应附有下列声明，并由投诉人或其授权代表签署（以电子形式）：

"投诉人同意，其有关域名注册、争议或争议解决的投诉及救济主张仅针对域名持有人，该投诉及救济主张不涉及 (a) 争议解决机构及专家，但故意不当行为除外； (b) 注册商； (c) 注册官员，以及 (d) 互联网络名称和数码分配公司，以及上述机构的董事、官员、雇员及代理商。"

"投诉人确认，投诉书中所载信息就其所知是完整和准确的。本投诉并无讹诈等任何不正当目的。投诉人保证投诉书的相关主张均是依据本《规则》和适用法律所提出，无论目前或将来用于善意、合理抗辩中均符合上述规定。"并且

(xv) 以附件形式提交包括争议域名适用的《政策》副本与投诉所涉及的注册商标和服务商标在内的所有文件或其他证据，并同时提供上述证据的目录索引表；

(c) 投诉人可对同一域名持有人注册的多个域名提出投诉。

投诉通知

(a) 争议解决机构应审查投诉书是否符合《政策》及本《规则》的形式定。如果符合，争议解决机构应在收到投诉人根据 第 19 条 交纳的费用后 3 日内依 第 2(a) 条 所规定的方式将投诉书及所有附件和投诉书面通知一起以电子形式发送给被投诉人（连同争议解决机构《补充规则》所规定的说明性封面）。

(b) 如果争议解决机构发现投诉书存在形式缺陷，应立即通知投诉人和被投诉人该缺陷。 投诉人应在收到通知后 5 日内纠正该缺陷。如未能在上述期限内纠正，将视为撤销行政程序，但并不妨碍投诉人提起另一不同的投诉。

(c) 争议解决机构依 第 2(a) 条 完成向被投诉人送达投诉文件职责之日即为行政程序开始之日。

(d) 争议解决机构应立即通知投诉人、被投诉人、有关注册商及 ICANN 行政程序的开始日期。

答辩

(a) 被投诉人应在行政程序开始之日起 20 日内向争议解决机构提交答辩。

(b) 答辩书及附件应以电子文件形式提交，并应当：

(i) 对投诉书中的陈述和主张予以具体反驳，并申明被投诉人（域名持有人）保留争议域名的注册和继续使用争议域名的所有依据和具体理由（答辩书该部分内容应当符合争议解决机构《补充规则》规定的字数或页数限制 ) ；

(ii) 提供被投诉人（域名持有人）及其授权行政程序代理人的姓名、通讯及电子邮件地址以及电话和传真号码；

(iii) 注明行政程序中就 (A) 电子文件材料和 (B) 包含有形书面文件的材料（如果有）与被投诉人联络的首选通讯方式（包括联系人、联系方式及联络地址）；

(iv) 如果投诉人在投诉书中选择一人专家组审理案件（见 第 3(b)(iv) 条 ），则应声明被投诉人是否选择将争议交由三人专家组裁决；

(v) 如果投诉人或被投诉人选择了三人专家组，则应提供三名候选专家的姓名和详细联络信息，案件专家组的成员之一将从中指定（候选专家可从任一家 ICANN 认可的争议解决机构的专家名单中选择 ) ；

(vi) 指出其他所有已开始或已终止的与争议域名相关的诉讼程序；

(vii) 声明已经依照 第 2(b) 条 规定向投诉人发送了答辩书及附件副本；并且

(viii) 答辩书的结尾应附有下列声明，并由被投诉人或其授权代表签署（以电子形式）：

"被投诉人确认，答辩书中所载信息就其所知是完整和准确的。本答辩并无讹诈等任何不正当目的。被投诉人保证答辩书的相关主张均是依据本《规则》和适用法律所提出，无论目前或将来用于善意、合理抗辩中均符合上述规定。"并且

(ix) 以附件形式提交答辩所涉及的所有文件或其他证据，并同时提供上述证据的目录索引表；

(c) 如果投诉人选择将争议交由一人专家组裁决，而被投诉人选择将争议交由三人专家组裁决，则被投诉人应承担争议解决机构《补充规则》所规定的三人专家组费用的一半。 该费用应在向争议解决机构提交答辩时一并支付。 如未能按要求支付上述费用，争议将由一人专家组审理。

(d) 应被投诉人请求，争议解决机构可在个别案件中延长提交答辩的期限。 经当事人书面约定、获得争议解决机构批准，也可延长该期限。

(e) 如果被投诉人未提交答辩，如无特殊情形，专家组应依据投诉书裁决争议。

专家组的指定及裁决期限

(a) 每个争议解决机构均应制定并公布其专家名单及各专家资历。

(b) 如果投诉人和被投诉人均未选定三人专家组（ 第 3(b)(iv) 条 和 第 5(b)(iv) 条 ），则争议解决机构应在收到被投诉人答辩或答辩期限届满后 5 日内从其专家名单中指定一名专家组成一人专家组。 一人专家组的费用应全部由投诉人承担。

(c) 如果投诉人或被投诉人其中任一方选择将争议交由三人专家组裁决，争议解决机构应根据 第 6(e) 条 规定的程序指定三位专家。 三人专家组的费用应全部由投诉人承担，但如果三人专家组由被投诉人选定，则相关费用应由双方各分担一半。

(d) 除非投诉人已经选定了三人专家组，否则投诉人应在收到被投诉人选定三人专家组的答辩后 5 日内向争议解决机构提交专家组的三位候选专家的姓名和详细联络信息。 候选专家可从任一家 ICANN 认可的争议解决机构的专家名单中选择。

(e) 如果投诉人或被投诉人其中任意一方选定了三人专家组，争议解决机构应尽量从投诉人及被投诉人提供的候选专家名单中各指定一名专家。 如果争议解决机构未能在 5 日内按惯例从双方候选专家名单中各指定一名专家，则应从该机构的专家名单中指定两名专家。 第三名专家应由争议解决机构从其提供给当事人的五位候选专家名单中指定。在争议解决机构向双方当事人提交五位候选专家名单后 5 日内，双方均可凭自身意愿进行选择，争议解决机构应权衡双方选择，指定第三名专家。

(f) 专家组一经指定，争议解决机构应通知双方当事人指定的专家名单以及提交日期。如无特殊情况，专家组应在该日期前将其有关投诉的裁决提交给争议解决机构。

独立与公正

专家应独立公正，并应在接受委任前向争议解决机构披露有可能影响其独立公正性的一切情况。 如果在行政程序的任何阶段出现可能影响其独立公正性的新情况，该专家应立即向争议解决机构披露。 在这种情况下，争议解决机构有权指定其他专家代替。

当事人与专家组之间的联络

任何一方当事人或其代理人均不得与专家组进行单方面联络。 当事人一方与专家组或争议解决机构间的所有联络均应通过争议解决机构以其《补充规则》所规定的方式指定案件经办人进行。

案件移交专家组

当专家组由一人组成时，该名专家一经指定，或当专家组由三人组成时，最后一位专家一经指定，争议解决机构即应将案件移交给专家组。

专家组的一般权利

(a) 专家组应依照《政策》和本《规则》规定，以其认为适当的方式进行行政程序。

(b) 对于所有案件，专家组均应保证平等对待双方当事人，并保证各方当事人均有平等的机会陈述案情。

(c) 专家组应确保行政程序快速进行。 在特殊情形下，专家组可应一方当事人请求或自行决定延长本《规则》或专家组所确定的时限。

(d) 专家组有权决定证据的可接受性、关联性、实质性和重要性。

(e) 专家组可根据《政策》和本《规则》规定决定是否应一方当事人的请求对多个域名争议合并审理。

11.程序所使用的语言

(a) 除非当事人另有约定或注册协议另有规定，以及专家组权威人士根据行政解决程序的具体情形另行决定，否则行政程序所使用的语言应与注册协议所使用的语言一致。

(b) 如果当事人提交的文本语言与行政程序所用语言不同，专家组可要求当事人根据行政程序所用的语言提供该文件的全文或部分翻译。

12.进一步陈述

除投诉书和答辩书外，专家组可自行决定要求当事人一方就所涉案件提供进一步陈述或提交相关文件。

13.当庭听证

除非专家组在特殊情况下自行决定有必要进行当庭听证来裁决争议，否则不应举行当庭听证（包括以电话会议、视频会议及网络会议进行的听证）。

14.缺席

(a) 如无特殊情况，当事人一方不遵守本《规则》或专家组所确立的任何时限时，专家组应继续进行行政程序，对所涉投诉作出裁决。

(b) 如无特殊情况，当事人一方不遵守本《规则》的规定、要求或专家组的任何要求时，专家组应对此作出其认为适当的推论。

15.专家组裁决

(a) 专家组应根据当事人所提交的陈述及证据，依照《政策》、本《规则》以及一切适用法律法规和原则裁决争议。

(b) 如无特殊情形，专家组应在其根据 第 6 条 规定任命后 14 日内将有关投诉的裁决提交给争议解决机构。

(c) 如果是三人专家组，应根据多数意见作出裁决。

(d) 专家组裁决应为书面形式，注明裁决理由、裁决日期，并写明专家姓名。

(e) 专家组裁决及相关不同意见一般应符合争议解决机构《补充规则》关于文件长度的要求。 根据多数意见裁决时应附上所有不同意见。 如果专家组认为所涉争议不属于《政策》 第 4(a) 条规定的范围，应予以说明。 经审阅当事人所提交的文件后，如果专家组认定该投诉为恶意投诉，例如属于反向域名侵夺或企图讹诈域名持有人等情形，应在裁决中宣布该投诉为恶意投诉，构成行政程序滥用。

16.裁决送达当事人

(a) 争议解决机构应在收到专家组提交的裁决后 3 日内将裁决书全文发送给各方当事人、有关注册商及 ICANN 。 有关注册商应根据《政策》规定，立即告知各方当事人、争议解决机构和ICANN 该裁决的执行日期。

(b) 除专家组另有决定外（见《政策》 第 4(j) 条 ），争议解决机构应在公开网站上公布裁决全文及其执行日期。 在任何情况下，争议解决机构均应公开裁决中有关恶意投诉的部分（见本《规则》 第 15(e) 条 ）。

17.和解或其他终止程序的事由

(a) 如果当事人在专家组作出裁决之前达成和解，专家组应终止行政程序。

(b) 如果在专家组作出裁决之前，由于其他原因，行政程序已无必要或不可能继续进行，专家组应终止行政程序，除非一方当事人在专家组规定的时间内提出合理的反对理由。

18.诉讼程序的效力

(a) 在行政程序开始之前或其进行过程中，如果出现有关争议域名的诉讼，专家组有权自行决定暂停或终止行政程序，或者继续行政程序直至作出裁决。

(b) 如果一方当事人在行政程序进行期间就争议域名提起诉讼，该当事人应立即通知专家组和争议解决机构。 见上述 第 8 条 。

19.费用

(a) 投诉人应根据争议解决机构《补充规则》的要求在规定时间内向争议解决机构支付固定的基本费用。 如果被投诉人根据 第 5(b)(iv) 条 规定选择将争议交由三人专家组裁决，而不是交由投诉人选定的一人专家组裁决，则被投诉人应向争议解决机构支付三人专家组固定费用的一半。 见 第 5(c) 条 。 在其他情况下，争议解决机构的所有费用均由投诉人承担，但 第 19(d) 条 规定的情形除外。 专家组一经指定，争议解决机构即应根据争议解决机构《补充规则》的规定将适当比例的基本费用返还给投诉人（如果适用）。

(b) 在投诉人未根据第 第 19(a) 条 规定向争议解决机构缴纳基本费用前，争议解决机构不应就有关投诉采取任何行动。

(c) 如果争议解决机构在收到投诉后 10 日内未收到有关费用，则视为撤销投诉，行政程序终止。

(d) 如遇特殊情况，例如举行当庭听证等，争议解决机构应要求双方当事人另外付费。该费用应经双方当事人和专家组协商后确定。

20.责任免除

争议解决机构及专家不向任一方当事人承担与依照本《规则》进行的行政程序相关的任何行为或疏忽的责任，但故意不当行为除外。

21.修订

本版本《规则》自投诉提交至争议解决机构之时起生效，适用于就该投诉进行的行政程序。 本《规则》只有在获得 ICANN 的明确书面批准后方可修订。

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

（As approved by the ICANN Board of Directors on 30 October 2009）

These Rules are in effect for all UDRP proceedings in which a complaint is submitted to a provider on or after 1 March 2010. The prior version of the Rules, applicable to all proceedings in which a complaint was submitted to a Provider on or before 28 February 2010, is athttp://www.icann.org/en/dndr/udrp/uniform-rules-24oct99-en.htm. UDRP Providers may elect to adopt the notice procedures set forth in these Rules prior to 1 March 2010.

The following updated Rules will go in effect for all UDRP proceedings in which a complaint is submitted to a provider on or after 31 July 2015. UDRP Providers may elect to adopt updated Rules prior to 31 July 2015.

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

Definitions

In these Rules:

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

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

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

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

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

Party means a Complainant or a Respondent.

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

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

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

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

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

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

Supplemental Rules means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider and the Panel, and the form of cover sheets.

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

Communications

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

(i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and

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

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

(B) postmaster@; and

(C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e- mail address shown or e-mail links on that web page; and

(iii) sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant under Paragraph 3(b)(v).

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

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11.

(e) Either Party may update its contact details by notifying the Provider and the Registrar.

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

(i) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable

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

(iii) if by postal or courier service, on the date marked on the receipt.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).

(h) Any communication by

(i) a Panel to any Party shall be copied to the Provider and to the other Party;

(ii) the Provider to any Party shall be copied to the other Party; and

(iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i).

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

The Complaint

(a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

(b) The complaint including any annexes shall be submitted in electronic form and shall:

(i) Request that the complaint be submitted for decision in accordance with the Policy and these Rules;

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

(iii) Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);

(iv) Designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);

(v) Provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);

(vi) Specify the domain name(s) that is/are the subject of the complaint;

(vii) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;

(viii) Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future.);

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

(1) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

(2) why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and

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

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

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

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

(xii) State that a copy of the complaint, including any annexes, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (domain-name holder), in accordance with Paragraph 2(b);

(xiii) 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;

(xiv) 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

(xv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

Notification of Complaint

(a) 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 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.

(b) 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.

(c) 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.

(d) 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 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 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 (seeParagraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

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

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

(vii) State that a copy of the response including any annexes has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b); and

(viii) Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative:

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

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

(c) 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.

(d) 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.

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

Appointment of the Panel and Timing of Decision

(a) Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(d) Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from any ICANN-approved Provider's list of panelists.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

(f) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

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.

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.

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.

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.

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.

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.

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.

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.

Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

(c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.

(d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a)of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

Communication of Decision to Parties

(a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, andICANN 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.

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.

(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.

Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

Fees

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

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

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

Exclusion of Liability

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

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.