# 统一域名争议解决政策（中英文）

（颁布机关：互联网络名称和数码分配公司；实施日期：1999年10月24日）

1. 目的。此统一域名争议解决政策（简称“政策”）已由互联网名称与数字地址分配机构 (ICANN) 所采用，并已作为参考纳入你方的注册协议，同时针对由你方和除我方（注册商）之外的其他方因注册和使用由你方注册的互联网域名所引发的争议规定了相关条款和条件。本政策的第 4 条中所规定的程序将根据统一域名争议解决政策规则（下称“议事规则”）和选定的管理争议解决服务提供商的补充规则进行处理，其中议事规则可从以下网址获得：http://www.icann.org/zh/dndr/udrp/uniform-rules-zh.htm。

2. 你方的陈述。申请注册域名或者要求我方维护或续签域名注册，即表示你方特此声明并保证 (a) 你方在注册协议中所述的声明皆完整准确；(b) 据你方所知，域名注册将不会侵犯或触犯任何第三方的权益；(c) 你方注册域名出于合法目的；以及 (d) 你方将不会使用域名故意违反任何适用的法律法规。你方有责任确定你方的域名注册是否会侵犯或触犯他人的权益。

3. 撤销、转让及变更。在下列情况下，我方将撤销、转让或变更域名注册：

a. 依据第 8 条的规定，我方收到你方或你方授权代理机构的书面通知或适当的电子通知，要求采取此类行动；

b. 我方收到具有有效管辖权的任何法院或仲裁法庭的指令，要求采取此类行动；以及/或者

c. 我方收到行政专家组依据由互联网名称与数字地址分配机构 (ICANN) 所采用的本政策或更高版本在任何行政程序中作出的裁决，要求采取此类行动，其中你方为该行政程序中的一方当事人。（请参见以下第 4 条 (i) 和第 4 条 (k)。）

我方还可能会根据你方的注册协议条款或其他法律要求而撤销、转让或变更域名注册。

4. 强制性行政程序。

本条规定了你方必须服从强制性行政程序的争议类型。这些程序将由以下网址 (http://www.icann.org/en/dndr/udrp/approved-providers.htm) 所列的管理争议解决服务提供商（均简称为“提供商”）之一予以实施。

a. 适用的争议。如果第三方（即“投诉人”）依照议事规则向适当的提供商提出如下声明，则你方必须服从强制性行政程序：

(i) 你方的域名与投诉人拥有的商标或服务标记相同或极其相似，容易引起混淆；以及

(ii) 你方不拥有对该域名的权利或合法利益；以及

(iii) 你方的域名已被注册并且正被恶意使用。

在行政程序中，投诉人必须证实以上三种情况同时存在。

b. 恶意注册和使用域名的证据。针对第 4 条 (a)(iii)，如果专家组发现存在以下情况（特别是以下情况但不仅限于），则可将其作为恶意注册和使用域名的证据：

(i) 一些情况表明，你方已注册域名或已获得域名，主要用于向投诉人（商标或服务标记的所有者）或该投诉人的竞争对手销售、租赁或转让该域名注册，以获得比你方所记录的与域名直接相关之现款支付成本的等价回报还要高的收益；或者

(ii) 你方已注册该域名，其目的是防止商标或服务标记的所有者获得与标记相对应的域名，只要你方已参与了此类行为；或者

(iii) 你方已注册该域名，主要用于破坏竞争对手的业务；或者

(iv) 你方使用该域名是企图故意吸引互联网用户访问你方网站或其他在线网址以获得商业利益，方法是使你方网站或网址或者该网站或网址上的产品或服务的来源、赞助商、从属关系或认可与投诉人的标记具有相似性从而使人产生混淆。

c. 如何回应投诉，表明你方对域名的权利和合法利益。收到投诉后，你方应参照议事规则第 5 条，确定你方应如何准备回应。针对第 4 条 (a)(ii)，如果专家组根据对其提供的所有证据的评估发现确实存在以下任意情况（特别是以下情况但不仅限于），则可表明你方对该域名的权利或合法利益：

(i) 在接到有关争议的任何通知之前，你方使用或有证据表明准备使用该域名或与该域名对应的名称来用于提供诚信商品或服务；或者

(ii) 即使你方未获得商标或服务标记，但你方（作为个人、企业或其他组织）一直以该域名而广为人知；或者

(iii) 你方合法或合理使用该域名、不以营利为目的，不存在为商业利润而误导消费者或玷污引起争议之商标或服务标记之意图。

d. 选择提供商。投诉人应从由互联网名称与数字地址分配机构 (ICANN) 批准的提供商中进行选择，并向所选提供商提交投诉。除了第 4 条 (f) 中所述的合并的情况之外，诉讼程序都将由被选定的提供商进行管理。

e. 启动程序和流程以及任命行政专家组。议事规则声明了启动和实施程序以及任命裁决争议的专家组（即“行政专家组”）的流程。

f. 合并。当你方与投诉人之间存在多个争议时，你方或投诉人可以请求由一个行政专家组合并处理争议。此请求应由被任命处理双方待解决争议的第一个行政专家组进行审理。只要所合并的争议均受互联网名称与数字地址分配机构 (ICANN) 所采用的本政策或更高版本监管，此行政专家组就可以将其全权受理的任意或所有此类争议都进行合并。

g. 费用。在行政专家组根据本政策实施的情况下，提供商就某争议所收取的全部费用均由投诉人支付，除非如第 5 条 (b)(iv) 所述，你方要求将行政专家组的人员从一名成员增加为三名成员，在这种情况下，由你方与投诉人平均承担全部费用。

h. 我方在行政程序中的立场。我方没有并且将来也不会参与行政专家组所实施的任何程序的管理或安排。另外，我方将不会对行政专家组作出的任何裁决的结果负责。

i. 补偿。投诉人依据某程序可获得的补偿应限于要求撤销你方的域名或将你方的域名注册转让给投诉人。

j. 通知和公布。提供商应通知我方由行政专家组针对你方通过我方所注册之域名所作出的所有裁决。依据本政策作出的所有裁决都将全文发布到互联网上，除非行政专家组在例外情况下决定修改其裁决中的部分内容。

k. 诉讼程序的可行性。根据第 4 条中所述的强制性行政程序要求，在此类强制性行政程序开始之前或结束之后，均不得妨碍你方或者投诉人向具有有效管辖权的法院提交争议要求独立解决。如果行政专家组裁决你方的域名注册应被撤销或转让，我方将在接到适当提供商发出的行政专家组裁决通知后十 (10) 个工作日（以我方总部所在地的时间为准）之后执行该裁决。除非我方在这十 (10) 个工作日内收到你方的正式文件（例如由法院书记员签字归档的投诉副本），表明你方已根据议事规则第 3 条 (b)(xiii) 的条款针对该诉讼在提交该诉讼的辖区内提起诉讼，否则我方将如期执行裁决。（通常，该辖区指我方总部所在地或在我方 Whois 数据库中显示的你方的地址。请参见议事规则的第 1 条和第 3 条 (b)(xiii) 了解详细信息。）如果我方在十 (10) 个工作日内收到此类文件，我方将不会执行行政专家组的裁决并且不会采取进一步的行动，直至收到 (i) 令我方确信双方已解决争议的证据；(ii) 令我方确信你方诉讼已被驳回或撤回的证据；或者 (iii) 由此类法院发出的驳回你方诉讼或者责令你方无权再继续使用你方域名的指令副本。

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5. 所有其他争议和诉讼。你方与除我方之外的任何其他方之间因你方的域名注册而产生的所有其他争议若不是依据第 4 条中强制性行政程序规定所提起的争议，则应由你方与另一方通过法院程序、仲裁或其他适用的程序予以解决。

6. 我方在争议中的立场。我方不以任何方式参与你方与除我方之外的任何其他方之间因注册和使用你方域名而产生的任何争议。你方不得将我方列为争议一方，不得以其他方式使我方介入任何此类程序中。如果我方在任何此类程序中被列为争议一方，我方将保留进行适当辩护以及采取任何其他必要行动以维护我方利益的权利。

7. 维持现状。根据本政策，除以上第 3 条所列的情况外，我方不会撤销、转让、激活、停用或变更任何域名注册的状态。

8. 争议过程中的转让。

a. 将域名转让给新持有人。在下列情况下，你方不得将域名注册转让给其他持有人：(i) 依据第 4 条提起的行政程序进行期间或在此类程序结束后十五 (15) 个工作日（以我方总部所在地的时间为准）期间；或者 (ii) 与你方域名有关的法院程序或仲裁进行期间，除非接受域名注册转让的一方以书面形式同意服从法院或仲裁人的裁决。我方保留对违反本条款所进行的将域名注册转让给其他持有人的任何行为予以撤销的权利。

b. 变更注册商。依据第 4 条提起的行政程序进行期间或在此类程序结束后十五 (15) 个工作日（以我方总部所在地的时间为准）期间，你方不得将域名注册转让给其他注册商。只要你方通过我方注册的域名可继续受制于你方目前所进行的程序并遵守本政策的条款，在法院诉讼或仲裁进行期间，你方可以将域名注册转让给其他注册商进行管理。如果你方在法院诉讼或仲裁进行期间将域名注册转让给我方，则此类争议将仍受制于提供域名注册转让的注册商之域名争议政策。

9. 政策修改。我方保留在征得互联网名称与数字地址分配机构 (ICANN) 允许的情况下随时修改本政策的权利。在修改后的政策生效前，我方将提前至少三十 (30) 个日历日于 上予以公布。如果本政策已被投诉人在向提供商提交的投诉书中所援引，则在解决争议期间，你方应受投诉人援引时有效的政策版本约束。除此之外，无论域名注册争议产生在修改政策生效之前、生效之时抑或生效之后，就争议而言，所有这些修改之处均对你方具有约束力。如果你方反对本政策中的修改，你方的唯一解决方法是撤销你方在我方的域名注册，但你方无权要求我方退还任何费用。修改后的政策将适用于你方，直至你方撤销域名注册

# Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

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

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

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

a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

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

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/en/dndr/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(ii) you have no rights or legitimate interests in respect of the domain name; and

(iii) your domain name has been registered and is being used in bad faith.

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

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

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

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

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved byICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. SeeParagraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions ofParagraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant toParagraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

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

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