

# **Dominion Registries - Registration Eligibility Dispute Resolution Policy**

This Registration Eligibility Dispute Resolution Policy (the “REDRP”) is incorporated by reference into the registration agreement for each domain name registered in a Dominion Registries’ top-level domain (“TLD”). This REDRP shall become effective as of the date of the first non-self-allocation of a domain name and shall remain in effect as long as Dominion Registries maintains the eligibility criteria or restrictions. This REDRP may be invoked by filing a complaint with the National Arbitration Forum. The Rules governing the REDRP process may be found at <http://domains.adrforum.com>.

## **1. Purpose**

Domain names in the TLD can be registered subject to certain eligibility and use restrictions set forth in the Dominion Registries Registration Policy. This REDRP describes standards that will be applied to resolve challenges to names registered in the TLD on the basis of failure to meet or maintain the registration eligibility criteria required by Dominion Registries and to resolve challenges to determinations of non-eligibility. This REDRP will not be applied to Registry-reserved names in the TLD, which are subject to the Reserved Names Challenge Dispute Policy.

## **2. Applicable Disputes**

A registered domain name in the TLD, or the Registry’s determination of non-eligibility, will be subject to an administrative proceeding upon submission of a complaint establishing by a preponderance of the evidence one or more of the circumstances in this section.

### **a. Eligibility Restrictions**

A complaint under this section shall be required to show that a registered domain name in the TLD does not comply with the provisions of the Registration Policy. The complaint must show that, at the time the challenged domain name was registered, the registration eligibility criteria were not met.

### **b. Maintenance of Eligibility**

A complaint under this section shall be required to show that a registered domain name in the TLD does not comply with the provisions of the Registration Policy. The complaint must show that, at the time of filing the complaint, the registrant of the domain name has failed to continue to comply with the registration eligibility criteria.

### **c. Determination of Non-Eligibility**

A complaint under this section may be filed by domain name applicants who believe that they have been denied a domain name registration despite compliance with the registration eligibility criteria set forth in the Registration Policy. The complaint must demonstrate that, at the time the challenged domain name registration application was filed and at the time of filing the complaint, the registration eligibility criteria were and are satisfied. Dominion Registries may denote what evidence must be submitted by the applicant to the Panel pursuant to this section.

### **3. Remedies**

The remedies available to a complainant for a proceeding under this REDRP shall be:

#### **a. Ineligible at Registration**

If the Panelist finds that the domain name was ineligible for registration under REDRP 2(a), the domain name will be, in the sole discretion of the Registry, (a) suspended for the remaining term of registration, (b) cancelled and returned to the pool of names available for registration, or (c) reserved by the Registry and subsequently made available for registration under such terms as Registry may determine, including to the party filing the complaint.

#### **b. Improper Maintenance of Eligibility**

If the Panelist finds that the registrant has failed to maintain eligibility for the domain name registration under REDRP 2(b), the domain name will be, in the sole discretion of the Registry, (a) subject to a fourteen (14) day period for the registrant to bring the registration into compliance with the Registration Policy and submit proof of compliance and ongoing eligibility to the Registry, (b) suspended for the remaining term of registration, (c) cancelled and returned to the pool of names available for registration, or (d) reserved by the Registry and subsequently made available for registration under such terms as Registry may determine, including to the party filing the complaint.

#### **c. Reversal of a Determination of Non-Eligibility**

The remedies for a Complaint filed under REDRP 2(c) shall be limited to setting aside the denial of the registration and, if the domain name has not already been registered by another registrant, the Registry will allocate the domain name to the party filing the complaint, through complainant's selected accredited registrar, pursuant to the Registry's standard terms and conditions for registration.

### **4. Procedure**

Prior to filing a Complaint as set forth in this REDRP, the Complainant must contact Registry, or Registry's designee for making eligibility determinations, to communicate in writing the bases for Complainant's position that (a) the domain name was ineligible for registration, (b) the registrant has failed to maintain eligibility for the domain name registration, or (c) a determination of non-eligibility should be reversed. Such communications shall be sent to **[insert email address]** and Complainant shall not be entitled to file a complaint under this REDRP until the earlier of (i) receipt of a substantive response from Registry or (ii) fifteen (15) business days from the date of the Complainant's communication to Registry.

#### **a. Dispute Resolution Provider / Selection of Procedure**

A Complaint under this REDRP shall be submitted to the National Arbitration Forum ("Provider") by submitting the complaint directly to that Provider. The Provider will administer the proceeding and select a qualified and eligible Panel ("Panel"). The Provider shall establish Rules, setting forth a fee schedule and other technical and process requirements for a dispute under this REDRP ("Rules"). The proceedings under this REDRP will be conducted according to

this REDRP and the applicable Rules of the Provider. The Complainant shall submit a copy of the relevant Dominion Registries Registration Policy with a Complaint based on this REDRP.

**b. Registry's or Registrar's Involvement**

(i) Upon Provider's notification to Registry of the Complaint pursuant to the Rules, Registry shall have twenty (20) days to submit to Provider, if Registry so chooses, any information or documentation relating to Registry's position concerning the domain name(s), the Complaint, and compliance with this REDRP and any other applicable Registry Policies.

(ii) Neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panel. Any domain names in the TLD involved in a REDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. In the case of a claim under REDRP 2(c), upon receipt of notice of the REDRP complaint filing, the Registry will prevent other parties from registering the unregistered domain name at issue until a decision is reached. The contact details of the holder of a registered domain name in the TLD will be provided to the Provider by the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panel decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

**c. Parties**

The registrant of a registered domain name in the TLD shall be promptly notified by the Provider of the commencement of a dispute under this REDRP, and shall have thirty (30) days in which it may contest the allegations of the complaint or show other cause why the complaint should not be granted in accordance with this REDRP or the conditions under which the domain name in the TLD has been registered or used. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered name shall not constitute an admission to any allegation of the complaint. The Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panel.

**d. Decisions**

(i) The Panel may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panel deems appropriate;

(ii) the decision shall state whether the criteria for this REDRP has been satisfied or the status quo maintained;

(iii) decisions made under this REDRP will be publicly published by the Provider on its website; and

(iv) decisions made under this REDRP shall constitute a recommendation to the Registry as to whether the Complainant has satisfied the provisions of this REDRP.

**e. Implementation**

If a Panel's decision recommends a change to the status of a registered name, the registrar and/or Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to

the Provider) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of a valid order from such court dismissing such lawsuit or otherwise directing disposition of the domain name.

#### **f. Representations and Warranties**

Parties to a dispute under this REDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

### **5. Maintaining the Status Quo**

During a proceeding under the REDRP, the domain name shall be locked against transfers between registrants and/or registrars and against deletion or cancellation by registrants. In the event the domain name(s) is due to expire during a proceeding, the name shall proceed to a temporarily reserved status if it is not renewed by the registrant; the REDRP proceeding, in that case, shall be terminated.

### **6. Indemnification / Hold Harmless**

The parties shall hold the registrar, the Registry, the Provider, the Panel, and any persons or entities assisting Registry with eligibility determinations, harmless from any claim arising from operation of the REDRP. Neither party may name the registrar, the Registry, the Provider, the Panel, or eligibility verification entities as a party or otherwise include such persons or entities in any judicial proceeding relating to the dispute or the administration of the REDRP policy. The parties shall indemnify, defend and hold harmless registrar, the Registry, the Provider, the Panel, and any persons or entities assisting Registry with eligibility determinations, and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this REDRP. Neither the registrar, the Registry, the Provider, the Panel, and any persons or entities assisting Registry with eligibility determinations, and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this REDRP or the corresponding Rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the domain name(s) in the TLD.

### **7. Relation To Other Dispute Resolution Policies**

This REDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any other dispute policies adopted by ICANN or the Registry. The conditions herein may constitute lack of legitimate interests and/or bad faith as appropriate under the UDRP or URS in relation to domain names in the TLD.

## **8. Effect of Other Proceedings**

The administrative proceeding under the REDRP shall not prevent either party from submitting a dispute concerning the domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending REDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the REDRP proceeding may be suspended or terminated (in the sole discretion of the Panel) in deference to the outcome of such other proceeding.

## **9. REDRP Modifications**

The Registry reserves the right to modify this REDRP at any time subject to the terms of its Memorandum of Understanding with the Forum. Such revised REDRP shall be posted on the Registry website at least ten (10) calendar days before it becomes effective; unless this REDRP has already been invoked by the submission of a complaint, in which event the version of the REDRP in effect at the time it was invoked will apply until the dispute is concluded, all such changes will be binding with respect to any dispute, whether the dispute arose before, on or after the effective date of the change. In the event that registrant objects to a change in this REDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.