B.3 Core Policy Requirements

NeuStar will establish sound policies and processes designed to create a collaborative partnership between the usTLD Administrator and the usTLD community.

NeuStar believes that the role of the usTLD Administrator is similar to that of a trustee of an important public resource. Indeed, NeuStar submits that this should be the role of the administrator for any ccTLD. Given this role, the usTLD Administrator is responsible for the development of sound policies and procedures designed to ensure that the Administrator's operations serve the public interest.

To properly serve the public interest in the usTLD context, the usTLD Administrator must:

- Develop a robust, secure, shared registry system designed to expand the utility and use of the usTLD. In effect, the system must be designed to bring the usTLD infrastructure into the global Internet infrastructure to serve as a model of ccTLD "best practices".

- Ensure the stability and usability of the locality-based usTLD structure, delegations and registrations while describing a path forward for enhancements and new uses of the locality-based space.

- Develop open policies and procedures with a high degree of responsiveness and accountability to the usTLD community. In particular, members of the usTLD community must have readily accessible means to discuss, suggest, and promote modified or supplemental policies, services, and procedures in the usTLD, as well as address complaints or other issues raised in the context of the operation of the domain space.

In its development and implementation of policies and procedures for the usTLD, the new usTLD administrator must avoid (i) taking a minimalist approach by describing certain public interest aspirations and guidelines without establishing sufficient processes to back them up, or (ii) adopting very heavy-handed regulation designed to force users and services providers of the space into a single vision of the usTLD. The first approach fails to establish a sufficient framework to promote certainty and value for users of the space, and the second approach establishes rigid structures lacking the flexibility to deal with changing business, social and policy environments. Thus, both approaches will fail, causing the ultimate failure of the enhanced usTLD. NeuStar's approach will avoid the pitfalls of under- or over – structuring the TLD space.

NeuStar will establish a number of core policies designed to address certain issues specified in the RFQ, as well as issues generally required for the transition and start-up of an enhanced usTLD. The basic polices that NeuStar will implement include:

- The US Nexus Requirement to ensure that the usTLD serves the US Internet community;

HIGHLIGHTS

- **Only NeuStar has the combination of technical and public resource service capabilities required to ensure proper administration of the usTLD**

- **NeuStar will develop collaborative partnerships focused on service to the community rather than ownership of a registry**

- **NeuStar has entered into an agreement with the American Arbitration Association to provide dispute resolution services for the usTLD. This agreement ensures the availability of a U.S.-based dispute resolution provider for the usTLD**

- Adoption of Uniform Dispute Resolution Procedures modeled after ICANN models to address intellectual property protection and similar concerns;

- Adoption of the "Sunrise" policy to allow trademark holders to protect their valuable names;

- Adoption of ICANN and Governmental Advisory Committee policies on open ccTLDs to bring the usTLD into the global ccTLD community;

- Whois policy designed to enhance privacy and accountability in the whois database;

- Review and oversight of the locality-based space within the usTLD;

- Other implementation policies to support the development of the usTLD.

The majority of NeuStar's policy activity will not be prescriptive in nature. Rather, NeuStar submits that the most effective policy structure for the usTLD will be one of collaborative partnership. NeuStar will establish effective and flexible processes responsive to the usTLD community and the public interest. In particular, NeuStar will develop a usTLD Policy Council (Council) as an advisory body for usTLD policy operations. This body will interface with the public and provide an independent forum and mechanism for future development of the usTLD.

Initially, the Council will be responsible for the modernization and enhancement of the locality-based usTLD space. In the future, however, the Council may be called upon to address such issues as new hierarchical space within the TLD to address recognized public needs, the enhancement of privacy protections for domain registrants, or the enforcement of the accreditation agreement with registrars. In any event, the Council will be designed to work effectively with the various usTLD constituencies, federal, state and local governments, and ICANN, to ensure that the usTLD Administrator's role as a trustee is fulfilled.

NeuStar is uniquely qualified to assume the complex policy role needed to properly serve the usTLD community. Indeed, the kinds of goals described are entirely consistent with NeuStar's proven record in its roles as the North American Numbering Plan Administrator and the Local Number Portability Administrator. Much more is needed in the administration of the usTLD than a strong technical solution. Absent the skills developed through the administration of public resources, it is unlikely that an entity will have the expertise to properly manage the usTLD envisioned in the RFQ and the capability to support the principles established for ccTLDs by the Governmental Advisory Committee of ICANN.

As demonstrated through the proposed development of the Council, a key aspect of NeuStar's plan to meet the goals discussed above is its commitment to ensuring that the usTLD Administrator operates as a trusted neutral third-party in the provision of secure, stable and fair administration services for the critical public resource, the usTLD space. As is clearly outlined above, despite the views of many that a ccTLD is simply another commercial venture, the usTLD Administrator cannot act simply as a commercially motivated operator. Therefore, in performing its duties for the usTLD the Administrator must hold itself to a code of conduct exceeding traditional commercial standards.

Access to DNS services is critical to entities wishing to participate in the DNS industry specifically and in Internet business generally. Domain names are the means by which governments, businesses, and consumers gain access to, navigate, and reap the benefits of the worldwide web. These benefits cannot be fully realized, however, unless policies are in place to ensure that DNS resources in the usTLD are administered in a fair, equitable and efficient manner that makes them

available to all parties desiring to provide DNS services. In order to meet this goal, NeuStar submits that the services of the Administrator must be administered to meet the following objectives:

- Facilitate the provision of Internet services and use of the usTLD by making DNS resources available on an efficient, timely basis to registrars and registrants;

- Not unduly favor or disadvantage any particular industry segment, public organization, government agency, or group of consumers;

- Ensure that interests of all usTLD constituents are considered and addressed fairly and efficiently.

To ensure that NeuStar meets these objectives, it commits to strict adherence to the following usTLD Administrator Code of Conduct:

usTLD ADMINISTRATOR CODE OF CONDUCT

To ensure the provision of neutral usTLD administrative services, NeuStar will comply with this Code of Conduct.

1. NeuStar will conduct periodic reviews of its policy and operation structures to ensure continuing operation of the usTLD in the public interest.

2. NeuStar will ensure that improvements and enhancements developed for the usTLD will benefit both the expanded and locality-based spaces of the usTLD.

3. NeuStar will not, and will require that its subcontractors do not, directly or indirectly, improperly show preference or provide special consideration to any usTLD Accredited Registrar, Delegated Manager or usTLD user versus any other usTLD Accredited Registrar, Delegated Manager, or usTLD user.

4. All usTLD Accredited Registrars, Delegated Managers, and usTLD users shall have equal access to Administration Services provided by NeuStar.

5. NeuStar will ensure that no user data or proprietary information from any usTLD Accredited Registrar is disclosed to its affiliates, subsidiaries, or other related entities, or to other usTLD Accredited Registrars, except as necessary for usTLD Administrator management and operations.

6. Registry Operator will not disclose Confidential information about its Registry Services to employees of any usTLD Accredited Registrar, Delegated Manager, or usTLD user with the intent of putting them at an advantage in obtaining usTLD Administration Services from NeuStar, except as necessary for usTLD Administrator management and operations.

7. NeuStar will conduct internal neutrality reviews on a regular basis. In addition, NeuStar and DOC may mutually agree on an independent party to conduct a neutrality review of NeuStar, ensuring that NeuStar and its owners comply with all the provisions of this Code of Conduct. The neutrality review may be conducted as often as once per year. NeuStar will provide the analyst with reasonable access to information and records appropriate to complete the review. The results of the review will be provided to DOC and shall be deemed to be confidential and proprietary information of NeuStar and its owners.

B.3.1   US Nexus Requirement Implementation

As an important public resource, the usTLD must be managed in a manner designed to serve the United States Internet community. Therefore NeuStar will implement a US Nexus Requirement.

Recognizing that the usTLD is an important public resource that must be managed for the benefit of the United States, its citizens, and its residents, NeuStar will implement, in addition to the requirement set forth in RFC 1480 that usTLD domain name registrations be hosted on computers located within the United States, the following Nexus Requirement in both locality-based usTLD structure and the expanded usTLD space: Registrants in the usTLD must be either:

1. A natural person (i) who is a citizen or permanent resident of the United States of America or any of its possessions or territories, or (ii) whose primary place of domicile is in the United States of America or any of its possessions, or

2. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories, or

3. An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States.

Whether a prospective registrant has a "bona fide presence in the United States" will be determined on a case-by-case basis in light of all relevant facts and circumstances at the time of application for a usTLD domain name. This requirement is intended to ensure that only those individuals or organizations that have a substantive connection to the United States are permitted to register for usTLD domain names.

Factors that should be considered in determining whether an entity or organization has a bona fide presence in the United States shall include, without limitation, whether such prospective usTLD domain name registrant:

•   Regularly performs activities within the United States related to the purposes for which the entity or organization is constituted (e.g., selling goods or providing services to customers, conducting regular training activities, attending conferences), provided such activities are not conducted solely or primarily to permit it to register for a usTLD domain name;

•   Maintains an office or other facility in the United States for a business, noncommercial, educational, or governmental purpose and not solely or primarily to permit it to register for a usTLD domain name; or

•   Derives a material portion of its revenues or net income from sales to purchasers located in the United States.

For purposes of this definition, the terms United States and United States of America shall include all U.S. territories and possessions.

It shall be a continuing requirement that all usTLD domain name registrants maintain the US Nexus Requirement.

The Nexus Requirement will be enforced through an initial screening of the contact information provided by the registrant, as well as a challenge process permitted through the Nexus Dispute Policy discussed below. The screening by NeuStar will verify that selected fields, within the contact information provided, on their face, meet the Nexus Requirement and that the registrant has certified compliance with the requirement, as well as certified that the nameservers

identified are located within the United States**.** In the event that the contact information provided does not meet the above requirement, the name requested will be placed on hold within the registry and the registrant will be given an opportunity to correct any mistake or demonstrate compliance with the Nexus requirement. If no action is taken by the registrant within the 30-day period, the registration will be cancelled and the name will be returned to available status. If, on the other hand, the registrant is able to demonstrate compliance with the requirement, the name will be registered.

Nexus Dispute Policy

Although the Nexus Requirement will initially be enforced through a usTLD Registrar's screening of the contact information provided by the registrant, and the registrant will certify that it meets at least one of the Nexus Requirements set forth above, NeuStar understands that disputes may arise as to the authenticity, veracity, or accuracy of the registrant's Nexus certification. Therefore, NeuStar, as administrator of the usTLD has devised a Nexus Dispute Policy (NDP) which will be administered solely by the usTLD Administrator, or its designated representative. The NDP will provide interested parties with an opportunity to challenge a registration not complying with the Nexus Requirement.

In the event that a third party wishes to challenge the authenticity or veracity of a usTLD registrant's United States Nexus, that party may submit a "Nexus Challenge" to the usTLD Administrator or its authorized representative. The challenger must submit a written statement to the usTLD Administrator via first class mail alleging in specificity evidence to support its allegation that the registrant fails to meet any of the Nexus Requirements set forth above.

Once a challenge is received by the usTLD Administrator the domain name shall be "locked" by the usTLD Administrator until the matter is resolved. While in a "locked" position, the registrant may not (i) change any of the contact information for that particular domain name or (ii) transfer the domain name to any third party.

In the event that the usTLD Administrator finds that the challenger has established a prima facie case that the registrant has not met any of the Nexus Requirements, the usTLD Administrator shall issue a letter to the registrant to submit evidence of compliance with the Nexus Requirements ("Letter"). The registrant shall have a period of thirty (30) days from the date of the Letter to submit evidence of compliance. If, within the thirty (30) days, the registrant submits evidence establishing any of the Nexus Requirements, the registrant shall be permitted to keep the domain name.

If, however, the registrant either (i) does not respond within the thirty days, or (ii) is unable to demonstrate through documentary evidence that it met any of the Nexus Requirements prior to the date the NDP was invoked, the usTLD Administrator shall issue a finding that the registrant has failed to meet the Nexus Requirements. Upon such a finding, the registrant shall be given a total of thirty (30) days to cure the US Nexus deficiency. If the registrant is able to demonstrate within (30) days that it has cured such deficiency, the registrant shall be allowed to keep the domain name. If the registrant either (i) does not respond within the thirty (30) days, or (ii) is unable to proffer evidence demonstrating compliance with the Nexus Requirements, the domain name registration shall be deleted from the registry database and the domain name will be placed into the list of available domain names. This process represents the exclusive remedy for an NDP challenger.

NeuStar reserves the right to modify this NDP at any time with the permission of COTR. NeuStar will post its revised NDP on its Website at least thirty (30) calendar days before it becomes effective.

B.3.2   Open ccTLD Policies Adoption

NeuStar intends to establish the usTLD as a model ccTLD in the global Internet community. NeuStar fully supports, and will abide by, the open ccTLD policies established by ICANN.

NeuStar believes that the usTLD should be developed to serve as the model ccTLD in the global Internet community. In particular, it supports the significant work done by ICANN and the Internet community in developing and enhancing the Internet in the public interest. Therefore, in accordance with the DOC's requirements, from both a technical and a policy standpoint, NeuStar will develop the usTLD pursuant to developing "best practices" for open ccTLDs, as established by ICANN. Further, we will work with ICANN in the development and enhancement of new policies as they relate to the usTLD and the Internet at large.

An example of the types of open ccTLD policies supported by NeuStar is the ccTLD Constituency of the ICANN DNSO's document "Best Practice Guidelines for ccTLD Managers." Open, consensus-based policies such as these provide a sound basis for operating public resource services. Indeed, many of the principles contained in the "Best Practices" document reflect the basic themes discussed in this proposal. For example, the document establishes, among other things, the following obligations of ccTLD Managers:

> The primary duty of the ccTLD Manager is one of public service—to manage and operate the ccTLD Registry in the interest of and in consultation with the local Internet community, mindful of the interests of the global Internet community.

> A ccTLD Manager is a trustee for the delegated domain and has a duty to serve the community it represents as well as the global Internet community. Concerns about "rights" and "ownership" of top-level domains are inappropriate. It is appropriate to be concerned about "responsibilities" and "service" to the community. The ccTLD manager should be judged on his or her performance and the extent to which it satisfies the needs of the local and global Internet communities.

NeuStar considers it a basic principle of usTLD administration that the administrator is a trustee of a valuable and important public resource. Thus, NeuStar agrees with and will abide by ICANN's open ccTLD policies, subject to any requirements of United States law and unless otherwise directed by the Contracting Officer.

B.3.3   usTLD Dispute Policies and Sunrise Policy/ Implementation

NeuStar understands that the success of an expanded and enhanced usTLD requires the development of a set of policies and dispute resolution processes that are simple and effective and provide a level of accountability for the users of the usTLD. Therefore, NeuStar has established (i) the usTLD Dispute Resolution Policy (usDRP) that is modeled after ICANN's Uniform Dispute Resolution Policy, and (ii) a Nexus Dispute Policy; a dispute mechanism to handle disputes relating to the usTLD Nexus Requirements set forth in Section B.3.1 above.

B.3.3.1   usTLD Dispute Resolution Policy

The usDRP combines the globally accepted Uniform Dispute Resolution Policy ("UDRP") for the gTLDs with improvements developed in conjunction with the World Intellectual Property Organization ("WIPO") for the administration of domain name disputes in the .BIZ top-level domain. Through its ongoing relationship with WIPO in its development of the .BIZ dispute resolution services, NeuStar is uniquely qualified to apply its knowledge and expertise in the development of domain name dispute resolution policies for the usTLD.

Although an applicant for the usTLD administrator might simply adopt the UDRP as in its current form, NeuStar believes that this would be unwise given the number of flaws that two years of experience with the policy has demonstrated.

The UDRP was adopted in late-1999 by ICANN as its first, and to date, its only global consensus-based policy, in response to the WIPO's recommendation to establish a uniform dispute resolution policy for "cases of bad faith, abusive registration of domain names that violate trademark rights ('cybersquatting' in popular terminology)." The Management of Internet Names and Addresses: Intellectual Property Issues, *Final Report of the WIPO Internet Domain Name Process*, See http://wipo2.wipo.int/process1/report/finalreport.html.

Through its numerous consultations with WIPO during the formulation of the .BIZ dispute resolution policies, NeuStar uncovered several flaws in the UDRP process that not only led to the issuance of inconsistent determinations by panelists but also unnecessary administrative burdens on the UDRP dispute providers. For example, the current UDRP requires that a trademark owner demonstrate that a domain name registrant both registered and used the domain name in bad faith. This requirement of both "registration and use" of domain names in bad faith has led UDRP panelists to find in favor of cybersquatters who have warehoused domain names that are identical or confusingly similar to famous trademarks, but have not "used" the domain names in bad faith (i.e., the domain names do not resolve to actual web pages). In other words, panelists have found that although a trademark owner has demonstrated that a cybersquatter has registered a number of domain names that correspond to famous trademarks, because the domain name in question did not actually resolve to a web site, there was no "use" in bad faith. This result was clearly not intended by the original drafters of the UDRP.

In order to address this problem, NeuStar had modified this specific language in its usDRP to allow panelists to find in favor of the trademark owner if the trademark owner can establish that the domain name was either registered or used in bad faith. This change was met with high praise by both WIPO and the Intellectual Property Constituency of ICANN when it was adopted in .BIZ's Start-up Trademark Opposition Policy.

A second example of a flaw in the UDRP which has led to inconsistent decisions is a paragraph dealing with "evidence of registration or use in bad faith" (Section 4(b) of the Policy). This paragraph states that bad faith can be established if a Panel finds that a registrant registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding name, provided that the registrant has engaged in a pattern of such conduct. This has led to several decisions which have been in favor of cybersquatters who although it was shown that they registered the one domain name in question to intentionally prevent the trademark owner from registering the domain name, it could not be shown that there was a "pattern of such conduct." In other words, under the UDRP, the explicit wording implies that unless the cybersquatter has prevented other trademark owners from registering

their corresponding domain names, one instance of such activity does not amount to bad faith. This too is clearly inconsistent with the original drafters intent behind that particular paragraph. In order to address this problem, NeuStar adopted WIPO's suggestion to modify this specific language in its usDRP to allow panelists to find in favor of the trademark owner if the trademark owner can establish that the registrant registered the domain name in question in order to prevent the trademark owner from reflecting its trademark in a corresponding domain name, without showing a "pattern of such conduct."

A draft of both the usDRP and the Rules for the usDRP are provided at the end of this section.

Implementation

In order to ensure that NeuStar's improved dispute resolution mechanism, the usDRP, is enforced by only the most qualified dispute panelists familiar with all facets United States law, NeuStar has entered into an agreement with the American Arbitration Association ("AAA"). The AAA, the premier alternative dispute resolution provider in the United Sates, has flourished for nearly 75 years by demonstrating an unparalleled commitment to progressive leadership in alternative dispute resolution.

While many of the more than 140,000 cases administered by the American Arbitration Association in 1999 were resolved through mediation or arbitration, less formal methods of dispute resolution - such as fact-finding, mini-trial, and partnering - are clearly coming into wider use. To serve dispute resolution needs, the AAA provides a forum for the hearing of disputes through 37 offices nationwide, tested rules and procedures that have broad acceptance, and a roster of nearly 12,000 impartial experts to hear and resolve cases. Moreover, in addition to its significant dispute resolution experience, the AAA brings a fresh perspective to the Internet dispute resolution process.

In addition, if awarded the usTLD registry, NeuStar will solicit the expertise of other dispute resolution providers based in the United States in order to provide usTLD domain name registrants and intellectual property owners around the United States with the most qualified and knowledgeable usDRP panelists.

B.3.3.2   Sunrise Policy and Implementation

NeuStar will implement a Sunrise policy for owners of United States trademark applications and registrations which validates whether the claimed applications or registrations actually exist within the United States Patent and Trademark Office database, thus eliminating any need for costly and time-consuming Sunrise dispute resolution mechanism.

Since well before the formation of ICANN, intellectual property owners have debated how best to protect their trademarks and service marks ("Trademarks") on the Internet. NeuStar proposes to implement an enhanced "Sunrise" policy that not only balances the intellectual property rights of registered trademark owners, but also provides the same level of protection to those Trademark owners who have submitted trademark applications to the United States Patent and Trademark Office (PTO). In addition, unlike any other "Sunrise" plan implemented or even proposed, NeuStar will validate the authenticity of Trademark applications and registrations with the PTO through a unique and proprietary technological interface developed to ensure the integrity of the "Sunrise" process. Following is an overview of the process proposed for the implementation of the Sunrise period as in Shown in Exhibit B.3-1.

The Sunrise period will commence thirty (30) days prior to the general activation of the expanded usTLD space. During the Sunrise period, owners of trademarks and service marks (Trademarks), as well as applicants for such marks, will be able to register their marks as domain names in the new expanded usTLD space.
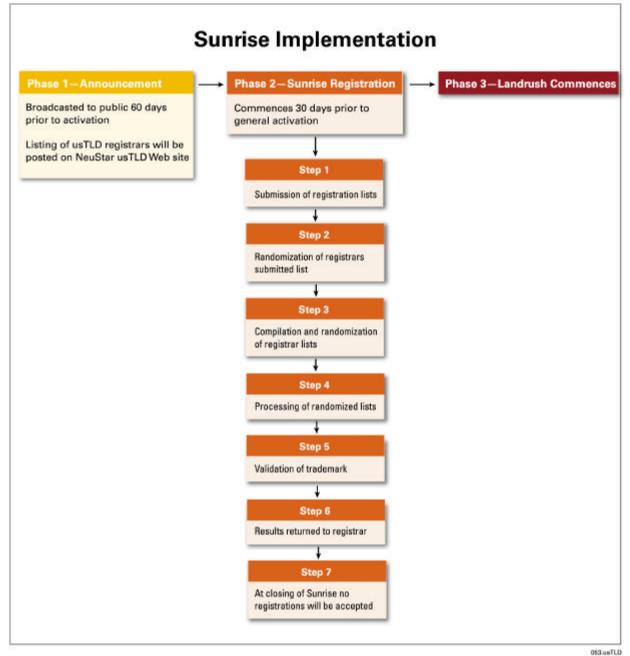
Any owner of an existing live Trademark registered on the Principal Register of the PTO, or an existing live application filed for registration with the PTO, will be eligible to seek to register the mark as a domain name during the Sunrise period provided that (i) the Trademark registration for that mark was issued prior to the commencement date of the Sunrise Period, or (ii) the application was filed with the PTO no later than July 27, 2001. In addition:

- Only characters in the range A to Z, 0 to 9, and hyphens are allowed

- The maximum length is 63 characters (exclusive of the usTLD portion)

- Domain requests must be for ASCII characters identical to the textual or word elements of the mark only. However, hyphens may be used between spaces within a registered mark or application; names cannot begin or end with a hyphen.

- Sunrise registrations will only be accepted for terms of at least five years and will be processed after registration fees are paid in full.

The registration form for the Sunrise period will include all normal registrant information along with additional details of the registered mark under which the registration is being made. The information required will include:

- The name, address, telephone number, facsimile number and e-mail address of the domain name registrant, administrative contact, technical contact, and billing contact

- The domain name

- Name servers

- IP addresses

- The exact Trademark

- The date of registration of, or filing of an application for the Trademark

- The registration or application number of the Trademark, whichever is applicable

- The name of the current owner of the registered mark

- Additional optional data elements for directory services

- In addition, the domain name registrant will be required to affirmatively certify that it has met the usTLD Nexus requirement

Sunrise Implementation

Phase 1—Announcement

Broadcasted to public 60 days prior to activation

Listing of usTLD registrars will be posted on NeuStar usTLD Web site

Phase 2—Sunrise Registration

Commences 30 days prior to general activation

Phase 3—Landrush Commences

Step 1

Submission of registration lists

Step 2

Randomization of registrars submitted list

Step 3

Compilation and randomization of registrar lists

Step 4

Processing of randomized lists

Step 5

Validation of trademark

Step 6

Results returned to registrar

Step 7

At closing of Sunrise no registrations will be accepted

053.usTLD

Exhibit B.3-1. NeuStar's enhanced "Sunrise" Policy not only balances the IP rights of registered trademark owners, it also provides the same level of protection for applicants to the PTD.

Along with these fields, the normal registration agreement will also contain a provision to the effect that:

The registrar and the usTLD Administrator shall have no liability for administering the Sunrise program so long as the registrar acts in accordance with the policies set forth in the Sunrise proposal.

Phase 1 – Announcement

Information regarding the enhanced Sunrise program will be broadly communicated to the general public at least sixty (60) days prior to the activation date of the expanded usTLD space. The communication will be in the form of an announcement on the NeuStar web site as well as a general press release. During the announcement period, a list of all accredited registrars participating in the Sunrise program will be posted on the NeuStar web site along with a link to the registrars' web sites.

Phase 2 – Sunrise Registration

In seeking to create the most neutral and impartial allocation of domain names during the Sunrise Period, NeuStar will use the same basic procedure as set forth for the Land Rush Period, Section J with a few important modifications specific to the Sunrise process.

Step 1: Submission of registration lists_Each accredited registrar will provide a list of domain names and Sunrise registration details. There will be no minimum or maximum limit for the lists. The registration files will be submitted via a secure transport mechanism before a specified closing time for first submissions. Registration lists cannot be modified until the first batch is processed and completed.

Step 2: **Randomization of registrar submitted lists**_The lists submitted by each registrar will be individually randomized and processed to eliminate duplicate Sunrise domain name registration requests (e.g., four different parties request unclesam.us; one of the requests will be selected and the others deleted from the list).

Step 3: **Combination and randomization of registrar lists**_After initial processing, the entire set of registrar lists will be combined into a single processing file and randomized.

Step 4: **Processing of randomized list-**-Once the registration system is activated, a domain name will be randomly selected from the processing list.

Step 5: **Validation of Trademark**_NeuStar will not finalize the registration of a domain name under the Sunrise policy until the Trademark registration or application has been verified by the registry or its designated partner or agent. In order to verify the Trademark Registration or Application after the domain name is selected in Step 4 above, NeuStar will use its unique proprietary technology to query the PTO database to ensure that (1) the SLD portion of the domain name selected is an exact match of the claimed Trademark, (2) the Trademark has actually in fact been either applied for or registered with the PTO, and (3) the domain name applicant is in fact recognized in the PTO trademark database as the current owner or assignee of the Trademark. If a domain name meets all these qualifications, it is registered and entered into the domain name database.

If a domain name is either (i) unavailable, or (2) is rejected as not qualifying under the Sunrise policy, then another name is chosen at random from the list until one of the following occurs:

- A successful registration is complete

- The registrar has no more available names on its list

This process repeats until the entire list has been processed. When applicants submit registrations during the Sunrise period, they will be required to enter all relevant details for their mark's registration. The interface will support these extra fields and details will be published via the Whois database. If parties other than the registrant wish to challenge the validity of an application, they will then be able to use the trademark details to verify authenticity with the US Patent and Trademark Office.

Step 6: Results_At the end of the list processing, the results of Sunrise registrations are returned to the registrar.

Step 7: At the conclusion of the Sunrise period, no further Sunrise registrations will be accepted and the registry will commence the Land Rush registration process described in Section J.

NOTE: Sunrise registrations will only be accepted for terms of at least five (5) years and will be processed after registration fees are paid in full.

Sunrise Dispute Resolution

Because of NeuStar's unique and innovative approach to the Sunrise Policy coupled with actual validation of Trademarks with the PTO, NeuStar is proud to state that there is no need for a specific dispute resolution mechanism related to Sunrise registrations other than what is provided under the Nexus Dispute Policy and the usDRP.

B.3.4   GAC Principles

NeuStar fully supports and will abide by the principles established by the Government Advisory Council.

As previously stated, NeuStar believes that the usTLD should be developed to serve as the model ccTLD in the global Internet community. From both a technical and a policy standpoint, therefore, NeuStar will develop the usTLD pursuant to developing "best practices" for ccTLDs. One such set of principles is set forth in the ICANN Government Advisory Council's "Principles for the Delegation and Management of Country Code Top Level Domains." The document's preamble states that:

> [T]he manager of a ccTLD performs a public service on behalf of the relevant local community and as such the designated manager has a duty to serve this community. The designated manager also has a responsibility to the global Internet community. By 'global Internet community' we do not mean any specific legal or international entity, but rather we interpret the term to refer to all of those who are affected by, now or in the future, the operation of the relevant TLD, because such operation may impinge on more than one jurisdiction and affect the interests of individuals and entities from both within the relevant country or territory and elsewhere.

This statement describes very clearly the basic premise pursuant to which NeuStar approaches the administration of the usTLD. Thus, NeuStar will abide by these principles, unless inconsistent with U.S. law or regulation.

B.3.5   Additional, Alternative or Supplemental Policies

NeuStar will develop and implement fair, flexible, and effective policies and procedures designed to ensure operation of the usTLD in the public interest.

NeuStar believes that the usTLD Administrator, while establishing sound and fair initial policies for the usTLD, should limit the number and scope of policies established without the benefit of usTLD community participation. Therefore, the additional policies included in this section are those additional matters that must be addressed prior to launch to ensure a proper framework for enhancing and improving the usTLD in the manner set forth in the RFQ.

The additional policies needed for the transition to a new usTLD Administrator are:

- Outreach Plan and Policy
- Data Rights and Use
- Whois Policy
- Reserved Names Policy

Each of these policies is discussed in turn below.

Outreach Plan and Policy Council

As is stated throughout this proposal, NeuStar considers the usTLD an important public resource that must be administered to serve the public interest. It cannot be allowed to become captured by any single industry, constituency, or interest group, but instead, must carefully balance the needs of all community stakeholders. Thus, the usTLD Administrator must act as a trustee and facilitate consensus to ensure that all policy and development efforts are not only conducted in an open manner, but are effective.

In developing an appropriate and effective outreach plan, the new usTLD Administrator will have to address a number of important issues. Some of the tasks that the administrator must complete:

- Develop an outreach plan that ensures appropriate representation for all constituencies within the usTLD community;
- Design outreach mechanisms that are effective for each constituency involved;
- Develop a thorough understanding of the issues relevant to the space and the various constituencies; and
- Ensure continuity of efforts and responsiveness.

NeuStar believes that an administrator must conduct some level of outreach in order properly to develop its outreach plan. NeuStar already has started its outreach in preparation for this plan. In addition to the Public Awareness Plan work discussed in Section B.2.8, NeuStar has contacted a number of identified representatives of various constituencies in the usTLD community. Entities with which NeuStar has discussed the usTLD include the Media Access Project, the American Library Association, the Benton Foundation, the US Chamber of

Commerce, the Center for Democracy and Technology, the National Indian Telecommunications Institute, education representatives, existing delegated managers, governmental representatives, and commercial entities. From these activities we have identified a number of principal concerns to consider, including:

- The operation of the usTLD must serve the public;

- Commercial interests must not dominate the usTLD;

- The administrator must develop effective outreach mechanisms for representation of user interests;

- The administrator must protect rights and ability of the existing users to maintain their use of the locality-based space;

- The administrator must centralize much of the operation of the usTLD and develop better mechanisms for accountability to users and technical maintenance of the system;

- The administrator must improve administration and enhance the functionality of the usTLD;

- All innovation in the space must serve all constituencies within the usTLD, not just commercial interests; and

- The usTLD must operate in a highly stable manner.

In addition to concerns and issues regarding the administration of the usTLD generally, a number of parties discussed possible structures for the operation of the usTLD and/or the related policy function.

The first of the proposed structures was that the registry operator should be a not-for-profit company. This approach was driven by the concern that a corporation would be incented entirely by profit and not adequately serve the public interest. NeuStar submits, however, that a not-for-profit corporation would not be in the position to ensure ongoing stability of the usTLD, nor would it have sufficient resources to allow it to be sufficiently innovative and enabling of innovation in the space. As a result, the use of the usTLD likely would remain limited in comparison with the gTLDs and many other ccTLDs in the world. A commercial business, on the other hand, will commit the necessary resources to make the usTLD highly successful. Moreover, the usTLD Administrator will be subject to the oversight of the DOC, and to the possibility of losing the contract if its services do not properly address public concerns. Therefore, a for-profit model offers a superior approach for a successful usTLD.

Another model proposed posits a separate not-for-profit corporation that would serve as the binding policy arm of the usTLD Administrator, and would require definitive subcontract agreement as a condition of the DOC award. The administrator would fully fund the operations of the policy corporation and could reject proposed policy measures only through a binding arbitration. This approach raises numerous concerns including:

- The representativeness of the not-for-profit corporation;

- The appropriateness of delegating a policy level obligation;

- The lack of finality in a DOC award process subject to the formation of a policy corporation and reaching a definitive agreement as a condition of award;

- The role of the DOC and ICANN with respect to the formation of usTLD and the potentially inefficient duplication of policy efforts; and

- The lack of equity inherent in an approach which would make binding a recommendation from the not-for-profit corporation but would treat differently recommendations from entities that were not associated with or participating in the not-for-profit policy entity.

NeuStar will implement a policy structure that will address the concerns raised above and ensure independent, open, and unbiased policymaking for the usTLD, but will avoid the concerns raised by these structures. Of course, to the extent that the groups behind these other proposal seek to work with NeuStar after award, or if the DOC determines that one of these approaches to be preferable, NeuStar will explore effective ways of incorporating structure and concepts and addressing policy issues with participation of these important public entities.

The usTLD Policy Council

The centerpiece of NeuStar's outreach and policy plan will be the usTLD Policy Council. The Council will be an advisory body facilitated by NeuStar to ensure representative and unbiased policymaking. The Council's initial primary duties will include:

- Formation of a mechanism for electing a full council;

- Early selection of a full council;

- Develop and implement basic outreach functions for the usTLD;

- Oversight of the locality-based policies and compliance of delegated managers;

- Development and implementation of mechanisms for addressing complaints regarding operation of the usTLD and appeals from decisions of the usTLD Administrator, as well as a mechanism for addressing claims of non-compliance with the US Nexus Requirement;

- The facilitation of policy development forums at least annually;

- The facilitation of discussion groups, list-serves, and other electronic communications tools;

- Development and implementation of mechanisms for suggesting, discussing, and recommending to the usTLD Administrator new, modified or supplemental policies or procedures for the usTLD;

- Periodic review of the policies and procedures of the usTLD for continuing relevance and effectiveness, and recommending necessary modifications, additions, or deletions.

- Implementation of a mechanism for identification of new sponsored categories of registration or registration services for identified spaces with a material impact on important policy issues or concerns.

The functions listed above will be facilitated by the usTLD Administrator as part of its public interest duties to the usTLD community. The Council will operate in a fashion independent of the usTLD Administrator to ensure open and unbiased decision-making. The usTLD must, however, fully execute its DOC delegated obligations and, therefore, will participate on the council as a voting member, as well as work with the Council members to develop an annual Council operating budget.

Drawing on the significant progress that has been made within the ICANN in developing open and transparent consensus policy procedures, NeuStar, has modeled the aforementioned

Council procedures after those of ICANN. We believe that not only does this approach provide the usTLD Administrator with a solid process for policy development, it provides significant comfort to the DOC in selecting such a structure given that it has already approved this procedural structure for ICANN, thus all parties interested in the development of usTLD policy will have a familiar mechanism to which to turn.

Thus, NeuStar will accept the policy recommendations of the usTLD Policy Council if NeuStar finds that the recommended policy (1) furthers the purposes of, and is in the best interest of the usTLD; and (2) was arrived at through fair and open processes. If NeuStar declines to accept any recommendation of the Council, it shall return the recommendation to the Council for further consideration, along with a statement of the reasons it declines to accept the recommendation. If, after reasonable efforts, NeuStar does not receive a recommendation from the Council that it finds meets the standards above, NeuStar may initiate, amend or modify and then approve a specific policy recommendation. Nothing in this paragraph, however, is intended to limit the powers of the NeuStar to act on matters not within the scope of primary responsibility of the Council or to take actions that the NeuStar finds are necessary or appropriate to further the purposes of the usTLD.

A critical aspect of ensuring the effectiveness and representativeness of the Council will be its selection. To facilitate its early start of operations, NeuStar will select, in consultation with appropriate stakeholders, an initial set of council members. The first obligation of the initial council will be the implementation of a mechanism for nomination and election of the entire board. They also will be responsible for determining the details of board appointment, such as term and constituencies represented (the initial council members receive one-year terms). This approach will result in a neutral, expert board to address the ongoing policy development for the usTLD.

NeuStar expects that the Council will consist of 9 to 12 members each representing a different constituency or group of stakeholders in the usTLD community. The size of the Council could be expanded in the future as necessary. Although the initial board will establish the process for determining the complete list of constituencies, NeuStar believes that a first list must include:

- DOC Appointee,

- usTLD Administrator,

- Delegated managers,

- Existing registrants,

- Government (local and state),

- Commercial entities,

- Public interest advocates, and

- Internet technical representatives (example, member of IAB or IESG).

Some or all of the potential representation issues can be dealt with by reserving places for organizations that themselves are broadly representative of user and public interests (e.g., National Governors Association, the National League of Cities, the American Library Association, consumer advocacy groups, to name only a few).

Outreach Activities

As discussed above, the Council will be a focal point for many of the outreach activities of the usTLD. In that role, the Council will be responsible for developing and enhancing the primary policy outreach activities of the usTLD Administrator. However, a number of activities already are planned by NeuStar should it be awarded administration of the usTLD.

- NeuStar will hold an initial usTLD Administrator's Forum to introduce the usTLD community to the new administrator and begin the ongoing dialog on usTLD policy and services. This forum will be held live and will make available means for teleconference/videoconference and online participation.

- NeuStar will establish on its usTLD website comprehensive information about the usTLD and how it will be operated, as well as open chat and e-mail forums to allow early discussion of users' concerns, desires and suggestions.

- Announcement of the initial Council.

In addition to these activities, during the first six months of NeuStar's operation of the usTLD, it will be in constant contact with the delegated manager and locality-based user community in developing the required report to the DOC. NeuStar also will continue its public awareness activities as discussed in Section B.2.8.

Data Rights and Use Policy

NeuStar, as a trusted neutral third-party registry, must maintain the trust of the registrars and delegated managers, as well as the end users of the usTLD. Therefore, NeuStar recognizes that the data provided by usTLD Registrars and delegated managers belong exclusively to the usTLD Registrars and delegated managers, respectively. NeuStar will not use the data obtained from registrars and delegated managers, other than for purposes of providing usTLD services and as set forth in the Registry-Registrar Agreement.

Whois Policy

According to the Intellectual Property Constituency of the Domain Name Supporting Organization of ICANN, "Reliable, current, and multi-faceted Whois sites that allow accurate and full-featured searching across all registries and registrars will help ensure the protection of copyrights and trademarks in cyberspace, as well as simultaneously protect the interests of consumers who use the Internet to make important purchasing decisions." *See Matters Related to Whois,* http://ipc.songbird.com/whois_paper.html. A Whois search allows copyright owners to identify the site operator and/or the Internet service provider that is hosting potentially infringing materials or transmitting the infringing activities in order to identify online infringers for enforcement or licensing purposes. Trademark owners undertake Whois searches in an attempt to avoid possible conflicts, as well as to cure unauthorized and confusing uses of their mark.

In addition, Whois is a useful tool for consumers seeking to identify online merchants, the source of unsolicited e-mail, and so forth. Finally, many law enforcement agencies, including the Federal Bureau of Investigations, state and local police departments, and public safety watch groups including the Center for Missing Children also rely heavily on the publicly-available Whois database to prevent and apprehend criminal behavior.

NeuStar recognizes, however, that unfettered access to public Whois information also raises a number of significant privacy concerns, not the least of which is the ease with which this often-personal information can be obtained. In addition, some believe that the current state of privacy protections with respect to the Whois database essentially eliminates the ability of Internet users to anonymously register domain names. Finally, many people who register domain names, especially those who register domain names for noncommercial or personal purposes, are unaware that their home address and phone number will immediately become available to any Internet user in the world.

NeuStar understands that ICANN and the Domain Name Supporting Organization are currently addressing issues surrounding the Whois database and its use by the Internet Community. NeuStar will closely monitor the activities of the DNSO and ICANN as well as initiate its own analysis of the issues through the Council, as set forth above.

NeuStar's Whois Service

NeuStar's Whois service, modeled in part after a Whois solution that has been adopted by ICANN and has gained acceptance with the Internet community, will provide a central, openly accessible system for information regarding a particular domain name registration in the usTLD. This centralized "thick" Whois repository for the Whois information will be designed for robustness, availability, and performance.

In designing the Whois service for the usTLD, NeuStar reviewed current approaches to the service offered by other ccTLD administrators as well as by the various gTLD operators. NeuStar believes that aspects of the current approach offered by the .name gTLD balances both the need for easy access to the Whois database by legitimate users, including intellectual property owners, law enforcement, and consumer organizations, but also takes into consideration relevant privacy concerns of those whose information is contained within the Whois database.

The usTLD Administrator will make available both a web-based and Port 43 Whois interface on its web site which can also be linked to by each usTLD Registrar that is a party to a Registry-Registrar Agreement with NeuStar. The information available in the Whois database will be returned as a result of a query.

As required in the RFQ, NeuStar's Whois database will allow for multiple string and field searching through a free, public, web-based interface. Although NeuStar's system will be engineered to handle high transaction loads, unreasonable levels of traffic resulting from "data mining" activities common on the Internet could hamper public availability and quality of Whois services. Therefore, this interface will provide up to seventy-five (75) responses to any given query. Recognizing that many users, including law enforcement and intellectual property owners, have a legitimate need for more robust searching capabilities, NeuStar also will provide a Whois-like directory service that will provide responses to queries in excess of seventy-five and will permit sub-string (wildcard) and more advanced Boolean searching.

The Whois Report

The Whois report shall contain the following information:

- The domain name registered;

- The IP address and corresponding names of the primary and secondary nameservers for the registered name;

- The registrar name and URL or, where appropriate, the identity of the delegated manager under which the name is registered;

- The original creation date and term of the registration;

- The name and postal address of the domain name registrant;

- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the name registered;

- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the name registered; and

- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the name registered.

Whois service will be subject to certain terms and conditions. The additional terms and conditions are intended to prevent the unauthorized use of Whois information for purposes such as unsolicited marketing, e-mail (spamming), and other unlawful purposes.

When requesting the Whois report, the requestor must provide the following information:

- A declaration that the data is being requested for a lawful reason, and that the data will not be used for marketing purposes, spamming, or any other improper purpose.

- A declaration that the reason for collecting the data is to protect legal rights and obligations. Such a reason could be, but is not limited to:

  - Investigating and defending a possible violation of intellectual property

  - Seeking information for use by a law enforcement agency or consumer protection group

  - Information collected for use within the applicable Dispute Resolution Procedures under the usDRP or Nexus Dispute Policy, or

  - Gathering or collecting information in pursuit of enforcing legal rights and/or remedies

- The name, postal address, e-mail address, voice telephone number and (where available) fax number of the requestor, and declaration that this information is correct.

Data collected from or about requestors will be used only to document the request and will not be used for any commercial purpose whatsoever.

NeuStar will reserve the right to prevent access to the Whois service to any individual, entity, or organization that it has reason to believe has violated the above terms and conditions of the Whois service.

Enforcement of Accurate Contact and Whois Information

Section 3.7.7 of the draft Registrar Accreditation Agreement provides in pertinent part that a Registrar shall require all registrants to enter into a registration agreement with a registrar including at least the following provisions:

3.7.7.1 [Registrant] shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the [Registrant] registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the [Registrant]; name of authorized person for contact purposes in the case of an [Registrant] that is an

organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.

3.7.7.2 A [Registrant]'s willful or grossly negligent provision of inaccurate or unreliable information, its willful or grossly negligent failure promptly to update information provided to Registrar, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the [Registrant]'s registration shall constitute a material breach of the [Registrant]'s Registration Agreement with the registrar and be a basis for cancellation of the [Registrant] registration.

Although this requirement has been in ICANN's Accreditation Agreement for Registrars in the .com, .net and .org TLDs since 1998, historically, the registrar community has largely ignored these provisions. As a result, this has led to an increase in inaccurate, false or out of date information in the Whois database.

NeuStar, as the administrator for the usTLD, will adopt additional provisions in both the Accreditation Agreement, the Registry-Registrar Agreement, and the Delegated Manager Agreement that would ensure that registrars and delegated managers take affirmative steps to enforce its agreements with its own registrants. For Example, NeuStar will require that registrars accept written complaints from third parties regarding false and/or inaccurate Whois data of domain name registrants. No later than thirty (30) days after receipt of a written complaint, the registrar shall be required to conduct an initial investigation into the accuracy of the Whois contact information. If the registrar determines that the information is either false, inaccurate or not up to date, the registrar will be required to issue a notice to the registrant stating that it believes that the information contained in the registrant's Whois record may be false, inaccurate or not up to date. The registrant shall be required to update its contact information no later than thirty (30) calendar days of the date of such notice. If, within thirty (30) days, the registrant can either (i) show that it has not provided false or inaccurate contact information or (ii) provide the updated Whois information, then the registrant will be allowed to maintain its usTLD domain name registration. If, however, after thirty (30) days, the registrant either does not respond to the registrar's notice or is unable to provide true and accurate contact information, the registrant shall be deemed to have breached its registration agreement and the registrar shall be required to delete the registration. The registrar shall not be required to refund any fees paid by the registrant if the registrar terminates a registrant's registration agreement due to its enforcement of this provision.

Reserved Names Policy

Consistent with existing policies and subject to approval by the DOC, NeuStar, as the usTLD Administrator proposes to reserve from registration by the general public certain second level domain names. The reservation of such names will be made to prevent their improper use in the marketplace and/or to permit the usTLD Administrator to introduce important new services and enhancements to the usTLD. Moreover, responsible management of some of the listed names will maximize utility of these second level domains and can uniquely serve the public interest if administered by a responsible party.

The draft list that follows is intended to be illustrative rather than definitive. NeuStar will work collaboratively with DOC and the Council to finalize a list that will responsively preserve second level names in order to: prevent confusion; serve a public need; prevent theft of phone numbers, social security numbers and zip codes, and/or represent possible future enhancement

of the usTLD space. Once a proposed definitive list is developed, it will be submitted to the DOC for approval.

All single-character labels

All two-character ISO 3166 country codes or United States Postal codes in addition to the state codes already reserved, shall be initially reserved to avoid conflict with the other country codes and the states.

Names and abbreviations for federal government agencies and divisions (e.g., Department of Commerce, army, navy, air force, DOC, DOD, NTIA).

All numbers five digits or greater and all numbers in the form, five digits-four digits

aso	iana
dnso	iana-servers
Icann	iesg
internic	ietf
pso	irtf
afrinic	istf
Apnic	lacnic
arin	latnic
example	rfc-editor
gtld-servers	ripe
Iab	root servers
Pro	nic
aero	whois
arpa	www
biz	kids
com	xxx
coop	park
edu	zip
gov	geo
info	locate
int	scholarship
mil	whitehouse
museum	veterans
name	library
net	school
org	911

usTLD Dispute-Resolution Policies

General Information

All usTLD Accredited Registrars in the usTLD shall follow the usTLD Dispute Resolution Policy (referred to as the "USDRP"). The USDRP, is incorporated by reference into all usTLD Registration Agreements, and sets forth the terms and conditions in connection with a dispute relating to alleged bad faith domain name registrations as well as violations of the United States Nexus Requirement.

To invoke the policy, a trademark owner should either (a) file a complaint in a court of proper jurisdiction against the domain name holder (or where appropriate an in-rem action concerning the domain name) or (b) in cases of abusive registration submit a complaint to an approved dispute-resolution service provider (see below for a list and links).

Principal Documents

The following documents provide details:

- **usTLD Dispute Resolution Policy**—This policy is followed by all registrars.
- **Rules for usTLD Dispute Resolution Policy**—These rules are followed by all dispute-resolution service providers, with supplementation by each provider's supplemental rules.
- **Current usTLD Dispute Resolution Provider**—American Arbitration Association.
- **Nexus Dispute Policy**

NOTE: This policy is between the usTLD Registrar and its customer (the domain name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain name holder.

usTLD Dispute Resolution Policy

(As Approved by the United States Department of Commerce on _____ __, 2001)

1. **Purpose**—This usTLD Dispute Resolution Policy (the "Policy") has been adopted by the United States Department of Commerce ("DOC"). It is incorporated by reference into the usTLD Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the usTLD (as the "Registry") 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 the usTLD Dispute Resolution Policy (the "Rules"), which are available at _____, 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 usTLD 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 a domain name registration that is subject to this Policy 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 the DOC.

    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 _____ (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, 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 in bad faith or is being used in bad faith.

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

b. **Evidence of Registration or Use in Bad Faith**—For the purposes of Paragraph 4(a)(1)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration or 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; 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 the Rules 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.   You are the owner or beneficiary of a trade or service mark that is identical to the domain name; or

    ii.   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

iii. 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

iv. 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 by DOC 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 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 DOC.

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, 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 of the Rules. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. 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 of Paragraph 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 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; 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 DOC. We will post our revised Policy at <URL> 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 the 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.

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

(As Approved by DOC on _____ __, 2001)

Administrative proceedings for the resolution of disputes under the Uniform Dispute Resolution Policy adopted by DOC shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. Definitions

In these Rules:

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

DOC refers to the United States Department of Commerce.

Mutual Jurisdiction means a court jurisdiction at the location of either (a) the principal office of the Registrar of the domain name in question, 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 a complaint is submitted to a 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 usTLD 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 DOC. A list of such Providers appears at _____.

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, the means for communicating with the Provider and the Panel, and the form of cover sheets.

2. Communications

a. Any written communication to the Complainant or the Respondent required under these Rules shall be made by the means specified by the Complainant or the Respondent, respectively, or in the absence of such specification:

    i. By facsimile with a confirmation of transmission; or

    ii. By postal or courier service, postage pre-paid and return receipt requested; or our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

    iii. Electronically via the Internet, provided a record of its transmission is available.

b. Any communication to the Provider or the Panel shall be made in accordance with the Provider's Supplemental Rules.

c. All communications shall be made in the language prescribed in Paragraph 11.

d. Either Party may update its contact details by notifying the other Party, the Provider and the Registrar.

e. 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 delivered by facsimile transmission, on the date shown on the confirmation of transmission; or

    ii. If by postal or courier service, on the date marked on the receipt; or

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

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

g. Except as otherwise provided in these Rules, any communication by:

    i. A Panel to any Party shall be copied to the Provider and to the other Party;

    ii. The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), 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.

h. 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.

i. In the event that a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Provider of the circumstances of the notification.

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 DOC. (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 shall be submitted in hard copy (with annexes) and in electronic form (without annexes).

c. The complaint shall:

   i. Request that the complaint be submitted for decision in accordance with the Policy and Rules and describe why the domain name registration should be considered subject to the Policy;

   ii. Provide the full 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;

   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 DOC-approved Provider's list of panelists);

   v. Provide the full name of the Respondent and, if different from the contact details available in the Whois database for the domain name, provide all information known to the Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;

   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 (the Complainant may also separately describe other goods and;

   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 in bad faith or is 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, 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 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 Department of Commerce, 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.

4. Notification of Complaint

a. The Provider shall review the complaint for formal compliance with the Policy and the Rule. If the complaint is found to be in compliance, the Provider shall notify it to the Respondent, in the manner prescribed by Paragraph 2(a). For the purposes of notifying

the complainant, the Provider shall not be required to use any contact details other than those available in the Whois database for the domain name(s) in dispute.

b. If the Provider finds the complaint to be formally deficient, it shall promptly notify the Complainant 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 forwarding the Complaint to the Respondent.

d. The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and DOC of the date of commencement of the administrative proceeding.

5. **The Response**

a. Within twenty (20) calendar days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

b. The response shall be submitted in hard copy (with annexes) and in electronic form (without annexes).

c. The response shall:

i. Specifically respond to the statements and allegations contained in the complaint and include any and all bases for the Respondent to retain registration and use of the disputed domain name;

ii. Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent 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;

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 DOC-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. Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being

presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

viii. 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.

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(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 DOC-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.

8. **Communication Between Parties and the Panel**—No Party or anyone acting on its behalf may have any unilateral communication with the Panel.

9. **Transmission of the File to the Panel**—The Provider shall forward the case file 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.

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 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) 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 DOC. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and DOC 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.

    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 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.

19. 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.

20. 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 the Policy and the Rules.

21. 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 DOC.