

Uniform Rapid Suspension System (URS) Rules
Effective 28 June 2013

As of [INSERT Registration Data Policy Effective Date] this Policy was updated to reflect changes required to implement the Registration Data Policy

These Rules are in effect for all URS proceedings.

URS proceedings shall be governed by these Rules and the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

1. Definitions

In these Rules:

Business Day: means a working day as defined by the Provider in its Supplemental Rules.

Calendar Day: means that all days, including weekends and international and national holidays, shall be counted in determining deadlines and due dates. Provider Supplemental Rules may further define this term.

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

Determination: means a written outcome of a URS proceeding. Determinations may be made at the point of default, after a response, or after an appeal and may be referred to as Default Determination, Final Determination, or Appeal Determination.

Examiner: means an individual appointed by a Provider to make a Determination.

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

Mutual Jurisdiction: means a court jurisdiction at the location of either (a) the principal office of the Registrar or (b) the domain-name holder's address as shown for the

registration of the domain name in Registrar's Registration Data¹ at the time the complaint is submitted to the Provider.

New gTLD: generic top-level domains introduced in the root after 1 January 2013

Provider: means a dispute resolution service provider approved by ICANN for handling URS cases. A list of such Providers appears at <http://newgtlds.icann.org/en/applicants/urs>.

Registry Operator: means the entity responsible for operating the top level domain in which a disputed domain name is registered.

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

Registrant: means the holder of a domain name.

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

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

URS Procedure refers to the Uniform Rapid Suspension System Procedure (currently found at <hyperlink>), which these Rules and the Provider's Supplemental Rules enhance and explain.

2. Communications

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

¹ The term "Registration Data" as used in this policy SHALL have the meaning given to it in the Registration Data Policy [add link].

(i) sending the Notice of Complaint to all email, postal-mail and facsimile addresses shown in the domain name's Registration Data in the Registration Data Directory Services (RDDS) or to the addresses listed in the Registration Data provided by the Registrar or Registry Operator when the Registration Data is redacted in the RDDS, for the registered domain-name holder, the technical contact, and the administrative contact, as applicable as well as to any email addresses for the Respondent provided by the Complainant; and

(ii) providing the Complaint, including any annexes, in electronic form, either via email to the email addresses mentioned in (i) above, or via an email link to an online platform requiring users to create an account.

(b) Except as provided in Rule 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available).

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

(d) Communications shall be made in the language prescribed in Rule 9.

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

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

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

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

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

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

(h) Any communication subsequent to the Notice of Complaint as defined in Rule 2(a) by

(i) an Examiner via the Provider to any Party shall be copied by the Provider to the other Party;

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

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

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

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Provider of the circumstances. Further proceedings concerning the communication and any response shall be as directed by the Provider.

3. The Complaint

(a) Any person or entity may initiate a URS proceeding by submitting a Complaint in accordance with the URS Procedure, these Rules and the approved Supplemental Rules of the Provider administering the proceeding.

(b) The Complaint, including any annexes, shall be submitted using an electronic form made available by the Provider and shall:

(i) Request that the Complaint be submitted for determination in accordance with the URS Procedure, these Rules and the Provider's Supplemental Rules;

(ii) Provide the name, contact person, postal and email addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the URS proceeding;

(iii) Provide the name of the Respondent and all other relevant contact information from the RDDS record as well as all information known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to notify the Respondent of the complaint as described in Rule 2(a); The Complainant's Complaint must not be deemed defective for failure to provide the name of the Respondent (Registrant) and all other relevant contact information required by Section 3 of the URS Rules if such contact information of the Respondent is not available in Registration Data publicly available in RDDS or not otherwise known to Complainant. In such an event, Complainant may file a complaint against an unidentified Respondent and the Provider shall provide the Complainant with the relevant contact details of the Registrant after being presented with a complaint against an unidentified Respondent.

(iv) Specify the domain name(s) that is/are the subject of the Complaint. The Complainant shall include a copy of the currently available Registration Data and a copy, if available, of the offending portion of the website content associated with each domain name that is the subject of the complaint;

(v) Specify the trademark(s) or service mark(s) on which the complaint is based and the goods or services with which the mark is used including evidence of use – which can be a declaration and a specimen of current use in commerce - submitted directly or by including a relevant SMD (Signed Mark Data) from the Trademark Clearinghouse;

(vi) Identify which URS Procedure elements (URS 1.2.6) the Complainant contends are being violated by Respondent's use of the domain name. This will be done by selecting the elements from URS Procedure section 1.2.6 that apply from the list provided on the Provider's Complaint form;

(vii) An optional explanatory statement of no more than 500 words in a separate free form text box;

(viii) 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;

(ix) State that Complainant will submit, with respect to any challenges to a determination in the URS proceeding, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(x) Conclude with agreement to the following statement:

“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 Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

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

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

(d) The Complaint shall be accompanied by the filing fee, as set forth in the Provider's Supplemental Rules. If fees are not paid within one (1) Business Day of filing, as determined at the location of the Provider, the Complaint shall be automatically dismissed.

(e) The Complaint will not be accepted if the Provider's check of the Repository (see Rule 17) finds the Complainant has exceeded its quota of Abusive Complaints.

(f) URS Complaints may only be filed against domain names registered in a New gTLD.

(g) A URS Complaint may not be filed against a domain name that is part of an open and active URS or UDRP case.

(h) The Provider's Supplemental Rules will specify how the Respondent shall be identified in cases where the domain name is registered with a privacy/proxy service.

4. Notice of Complaint and Locking of Domain

(a) The Provider shall include a copy of the Complaint in its notice to the Registry Operator.

(b) The Notice of Complaint to the Respondent shall be transmitted in English and shall be translated by the Provider into the predominant language used in the registrant's country or territory, as determined by the country(ies) listed in the Registration Data record when the Complaint is filed.

(c) The electronic copy of the Notice of Complaint may be provided via email or an emailed link to an online platform requiring users to create an account.

5. The Response

(a) The Response shall:

(i) Provide the name, postal and email addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the URS proceeding;

(ii) Respond specifically to each of the grounds upon which the Complaint is based and include any defense which contradicts the Complainant's claims;

(iii) Respondent may request a finding that the Complaint was brought in abuse of the proceedings per URS Procedure Paragraph(s) 11.2 and/or 11.3;

(iv) 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;

(v) Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative: "Respondent agrees that its claims and remedies concerning the dispute, or the dispute's resolution, shall be solely against the Complainant and waives all such claims and remedies against (a) the Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents. 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

(vi) Annex any documentary or other evidence upon which the Respondent relies.

(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. Requests for an extension of time shall comply with the Provider's Supplemental Rules.

(f) No affirmative claims for relief by the Respondent will be permitted except for an allegation that the Complainant has filed an abusive Complaint.

(g) The Provider's compliance check for a Response shall at least consist of: (1) ascertaining the Response has been filed in a language acceptable under the Rules for that case; and (2) checking for payment of required fees.

(h) The Response must be accompanied by payment of the Response fee or Reexamination fee, as appropriate in relevant cases. If a required fee is not paid within one (1) Business Day, the Response will not be considered and the case may proceed as a Default.

(i) If the Response is determined to be non-compliant for reasons other than non-payment, the Examiner is permitted to make any reasonable inferences from the inadequacy of the Response.

(j) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Complaint shall proceed to a Default Determination.

(k) The Provider should normally not accept a late Response submitted after the domain name registration has expired, even if submitted before the closing date of the late Response window. The provider may in its Supplemental Rules define justified exceptions from this rule.

6. Examiner

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

(b) An Examiner 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 Examiner's impartiality or independence. If, at any stage during the URS proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Examiner, the Examiner shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Examiner.

7. Communication Between Parties and the Examiner

No Party or anyone acting on its behalf may have any unilateral communication with the Examiner. All communications between a Party and the Examiner or the Provider shall be made to the Provider in the manner prescribed in the Provider's Supplemental Rules.

8. General Powers of the Examiner

(a) The Examiner shall conduct the URS proceeding in a manner it considers appropriate in accordance with the URS Procedure and these Rules.

(b) In all cases, the Examiner shall ensure that the Parties are treated with equality to the extent feasible.

(c) The Examiner shall determine the admissibility, relevance, materiality and weight of the evidence.

(d) If one or more domain names are registered with a privacy or proxy service, or the nominal registrant changes after the complaint is filed, it shall be the sole discretion of the Examiner to determine if the respondents are sufficiently related and to dismiss the Complaint with respect to any unrelated domain names. The Examiner may rely on information submitted by the Complainant and/or the Respondent(s) in making its finding.

9. Language of Proceedings

The URS Procedure Paragraph 4.2 specifies the languages in which the Notice of Complaint shall be transmitted.

(a) The Complaint shall be submitted in English.

(b) The Response may be provided in English, or in one of the languages used for the Notice of Complaint.

(c) The Examiner appointed shall be fluent in English and in the language of the Response and will determine in which language to issue its Determination, in its sole discretion.

(d) In the absence of a Response, the language of the Determination shall be English.

(e) The Provider is not responsible for translating any documents other than the Notice of Complaint.

10. Further Statements

In order to ensure expedience of the proceeding, the Examiner may not request further statements or documents from either of the Parties.

11. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference).

12. Default

(a) If at the expiration of the 14-day Response period (or extended period if granted), the Respondent does not submit an answer, the Complaint proceeds to Default. In case of Default, the Provider shall appoint an Examiner to review the Complaint for a prima facie case, including complete and appropriate evidence.

(b) When a case enters Default, the Provider shall notify the Registry Operator that the Registrant is prohibited from changing content found on the site and that the Registrant is prohibited from changing the Registration Data. See URS Procedure Paragraph 6.2.

(c) The Examiner shall prepare a written Default Determination

(d) If the Examiner finds that the Complainant has made a prima facie case according to the URS Procedure Paragraph 1.2.6 for any of the domain names in the Complaint, the Default Determination shall so state, including any additional written reasoning the Examiner wishes to append. The Examiner shall order suspension of the domain names for which a prima facie case has been established.

(e) If the Examiner finds that the Complainant has not made a prima facie case according to the URS Procedure Paragraph 1.2.6, the Default Determination shall so state including any additional written reasoning the Examiner wishes to append. The Provider shall dismiss the Complaint as to the domain names for which a prima facie case is lacking.

(e) If a Response is filed within six (6) months after a Default Determination (or within any extension period granted under URS Procedure Paragraph 6.4), the Provider shall notify the Registry Operator. The Registry Operator shall modify the nameservers so that the domain name(s) resolve to the relevant IP address(es) for the domain name(s) as soon as practical, but remain locked as if the Response had been filed in a timely manner before Default.

(f) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules, the URS Procedure or the Provider's Supplemental Rules, the Examiner shall draw such inferences therefrom as it considers appropriate.

13. Examiner Determination

(a) An Examiner shall make a Determination (Default, Final or Appeal) of a Complaint in accordance with the URS Procedure, these Rules and any rules and principles of law that it deems applicable.

(b) The Examiner's Determination shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Examiner.

(c) Examiner Determinations shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. If the Examiner concludes that the dispute is not within the scope of the URS Provider, it shall so state.

(d) If after considering the submissions the Examiner finds that the Complaint was brought in bad faith or was brought primarily to harass the domain name holder, the Examiner shall declare in its Determination that the Complaint was brought in bad faith and constitutes an abuse of the URS proceeding.

14. Remedies

(a) The sole remedy available to Complainant pursuant to any URS proceeding before an Examiner shall be limited to suspension of the domain name for the balance of the registration period.

(b) If the Complainant wishes to extend the remedy for an additional year per URS Procedure Paragraph 10.3, Complainant shall contact the Registry Operator directly regarding this option.

15. Determinations and Publication

(a) The Provider shall publish the Determinations and the dates of implementation on a publicly accessible web site, subject to the considerations in Rule 15 (c) and (d) below. See URS Procedure Paragraphs 9.2 and 9.4. The portion of any Determination that a Complaint was brought in bad faith (see Rule 17) shall be published.

(b) Determinations are subject to change only to correct typographical and clerical errors and shall not be subject to substantive change at the request of any party.

(c) A Final Determination that changes a Default Determination outcome for the same case, shall replace the Default Determination on the Provider's website, unless the Examiner determines both shall be made available and so states in its Final Determination.

(d) A Final Determination that upholds a Default Determination outcome for the same case may be published together on the Provider's website, or the Final Determination may replace the Default Determination, at the Examiner's discretion.

(e) The Examiner or Panel has the sole discretion to require the Appeal Determination to be published either instead of, or together with, the Default or Final Determination it has overruled or upheld.

(f) Determinations related to the same domain names and/or parties, but not part of the same case, need not be linked in any way on the Provider's website.

16. Settlement or Other Grounds for Termination

(a) If, before the Examiner's Determination, the Parties agree on a settlement, the Examiner shall terminate the URS proceeding.

(b) If, before the Examiner's Determination is made, it becomes unnecessary or impossible to continue the URS proceeding for any reason, the Examiner shall terminate the proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Examiner.

17. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Examiner shall have the discretion to decide whether to suspend or terminate the URS proceeding, or to proceed to a Determination.

(b) In the event that a Party initiates any legal proceedings during the pendency of a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Party shall promptly notify the Examiner and the Provider. See Rule 7 above.

18. Abusive Complaints

- (a) The Examiner may, of its own accord, find that a Complaint is abusive or contains deliberate material falsehoods.
- (b) A Respondent may, in its Response, allege that a Complaint was brought in an abuse of the URS process or contains deliberate material falsehoods.
- (c) Any findings by an Examiner as to abusive Complaints or deliberate materials falsehoods shall be so stated in the Determination, along with sufficient rationale to justify the finding to any potential Appeal Panel.
- (d) Any Provider registering a case of abuse as described in the URS Procedure Paragraph 11 shall, within one (1) Business Day submit information of the abuse case to an abuse case database.
- (e) The abuse case database shall be electronically accessible to all Providers.
- (f) Upon receipt of a Complaint, the Provider shall verify the admissibility of the Complaint against the abuse case database in line with applicable URS Procedure provisions and dismiss the Complaint if not admissible.

19. Appeal

- (a) The Provider is responsible for providing the entire record in the underlying proceeding to the Appeal Panel.
- (b) Appellant shall have a limited right to introduce new admissible evidence that is material to the Determination subject to payment of an additional fee, provided the evidence clearly pre-dates the filing of the Complaint.
- (c) Appellee shall not be charged any additional fee and shall have the right to file a Reply to the Appellant's additional statements within the time period identified in the Provider's Supplemental Rules.
- (d) If the Respondent prevailed and the domain name is no longer under the Registry Operator's suspension or lock, the Provider shall notify the Registry Operator to re-lock the domain name subject to the outcome of the Appeals process, but the domain name shall continue to resolve per URS Procedure Paragraph 12.3.

(e) If any domain name that is the subject of an Appeal is expired at the time of the filing of the Appeal, the Provider shall reject the Appeal for want of a remedy, unless the Appeal is only filed under URS Procedure Paragraph 11.8.

(f) The remedies for an Appeal are limited to:

(i) Affirmation of the Final Determination and the Remedy ordered. If the domain name is suspended, it shall remain suspended. If the domain name is with the Registrant, the Registry Operator shall promptly unlock the domain name following receipt of the Appeal Determination.

(ii) Overruling of the Final Determination and the Remedy ordered. If the domain name is suspended, the Registry Operator shall unlock the name and return full control of the domain name registration to the Registrant. If the domain name is with the Registrant, the Registry Operator shall immediately follow the steps in URS Procedure Paragraph 10.2 to suspend the domain name.

(iii) Overruling an Examiner's finding that a Complaint was abusive or contained a deliberate material falsehood. The Appeal Panel may replace the Final Determination with one including changes that the Appeal Panel deems appropriate.

(g) The Providers' Supplemental Rules for URS Appeals, other than those stated above, shall apply.

20. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor an Examiner shall be liable to a Party for any act or omission in connection with any URS proceeding under these 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 URS proceeding commenced thereby. These Rules may not be amended without the express written approval of ICANN.