

~~**RULES FOR UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY
(THE "RULES")**~~

**RULES FOR UNIFORM DISPUTE RESOLUTION POLICY
FOR FROGANS ADDRESSES (THE "RULES")**

Published by the OP3FT, the non-profit organization whose purpose is to hold, promote, protect and ensure the progress of the Frogans technology in the form of an open standard for the Internet, available to all, free of charge.

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NOTES

1. ~~These Rules are in effect for all UDRP proceedings in which a complaint is submitted to a provider on or after 31 July 2015. The prior version of the Rules, applicable to all proceedings in which a complaint was submitted to a Provider on or before 30 July 2015, is at~~

~~<https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>. UDRP Providers may elect to adopt the notice procedures set forth in these Rules prior to 31 July 2015.~~ published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/udrpf/access.html>. The official version of these Rules is provided in English. Translations in other languages can also be provided by the OP3FT for information purposes.

2. Administrative proceedings for the resolution of disputes under the Uniform Dispute Resolution Policy ~~adopted by ICANN for Frogans Addresses (UDRP-F proceedings)~~ shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its ~~web~~ Web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

3. These Rules are in effect for all UDRP-F proceedings in which a complaint is submitted to a Provider on or after the date shown on the first page of this document.

4. The UDRP-F and these Rules are an adaptation of the Uniform Domain Name Dispute Resolution Policy (UDRP) and its updated Rules (as approved by ICANN on September 28, 2013). The main changes concern the following aspects:

- domain names are replaced by Network Names and Site Names;
- registrars are replaced by FCR Account Administrators;
- provided that FCR Account Administrators are able to register Network Names or Site Names on their own behalf, the decisions are not implemented by them but directly by the FCR Operator;
- the remedies available to a complainant are the same except for Site Names registered in the context of a Dedicated Frogans Network, which cannot be transferred.

1. DEFINITIONS

In these Rules:

Complainant means the party initiating a complaint concerning a ~~domain-name~~ Network Name or Site Name registration.

~~ICANN refers to the Internet Corporation for Assigned Names and Numbers~~ FCR Account Administrator means the entity through which the Respondent has registered a Network Name or Site Name that is the subject of a complaint.

FCR API Service means an on-line service that is used by the Provider to submit a verification request to the FCR Operator concerning a Network Name or Site Name in dispute. This service is also used by the FCR Account Administrator to register a Network Name or Site Name in the FCR. The FCR API Service is provided by the FCR Operator. The HTML interface of the FCR API is available at the following permanent URL: <https://api.fcr.frogans/>.

FCR Operator means the entity in charge of the operation of the FCR (Frogans Core Registry), in which Network Names and Site Names are registered.

FCR Whois Database means the database that contains contact information relating to Network Name and Site Name registrations in the FCR. The FCR Whois Database is operated by the FCR Operator and is available at the following permanent URL: <https://whois.fcr.frogans/en/main.html>.

Frogans Technology User Policy means the policy elaborated by the OP3FT that is applicable to all users of the Frogans technology, including, for example, Network Name and Site Name holders, FCR Account Administrators, and the FCR Operator. The Frogans Technology User Policy is available at the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>.

Lock means a set of measures that ~~a registrar~~ the FCR Operator applies to a ~~domain name~~ Network Name or Site Name, which prevents at a minimum any modification to the ~~registrant and registrar holder~~ information by the Respondent, but does not affect the resolution of a Frogans Address containing the Network Name or Site Name or the ~~domain name or the~~ renewal of the ~~domain name~~ Network Name or Site Name registration.

Mutual Jurisdiction means a court jurisdiction at the location of either (a) the principal office of the ~~Registrar~~ FCR Operator (provided the ~~domain-name~~ Network Name or Site Name holder has submitted in its Registration Agreement to that jurisdic-

tion for court adjudication of disputes concerning or arising from the use of the ~~domain name~~ Network Name or Site Name) or (b) the ~~domain name~~ Network Name or Site Name holder's address as shown for the registration of the ~~domain name in Registrar's Whois database~~ Network Name or Site Name in the FCR Whois Database at the time the complaint is submitted to the Provider.

Network Name means the string of characters in a Frogans address that precedes the asterisk character "*" when writing the Frogans address. The Network Name holder is the holder of the corresponding Frogans network. The Frogans network is a Dedicated Frogans Network.

OP3FT refers to the Organization for the Promotion, Protection and Progress of Frogans Technology.

Panel means an administrative panel appointed by a Provider to decide a complaint concerning a ~~domain name~~ Network Name or Site Name registration.

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

Party means a Complainant or a Respondent.

Pendency means the time period from the moment a ~~UDRP~~ UDRP-F complaint has been submitted by the Complainant to the ~~UDRP~~ UDRP-F Provider to the time the ~~UDRP~~ UDRP-F decision has been implemented or the ~~UDRP~~ UDRP-F complaint has been terminated.

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

Provider means a dispute-resolution service provider approved by ~~ICANN~~ the OP3FT. A list of such Providers appears at

~~<http://www.icann.org/en/dndr/udrp/approved-providers.htm>~~

~~<https://www.frogans.org/en/resources/udrpf/access.html>~~.

~~Registrar means the entity with which the Respondent~~ Registration Agreement means the agreement between an FCR Account Administrator and a Network Name or Site Name holder. In the case where an FCR Account Administrator has registered a ~~domain name that is the subject of a complaint~~.

Network Name or Site Name on its own behalf (and is therefore the Network Name or Site Name holder), the Registration Agreement means the ~~agreement between a Registrar and a domain name holder~~ FCR Account Administrator Agreement (the agreement between the FCR Operator and each FCR Account Administrator).

Respondent means the holder of a ~~domain-name~~ Network Name or Site Name registration against which a complaint is initiated.

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

Site Name means the string of characters in a Frogans address that follows the asterisk character "*" when writing the Frogans address. The Site Name holder is the holder of the corresponding Frogans address. The Frogans address belongs to a Public Frogans Network or a Dedicated Frogans Network.

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

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

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:

(i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the ~~domain-name~~ Network Name or Site Name's registration data in ~~Registrar's Whois database~~ the FCR Whois Database for the registered ~~domain-name~~ Network Name or Site Name holder, the ~~technical contact~~ FCR Account Administrator, and the ~~administrative contact~~ technical contact (if designated) and (B) supplied by ~~Registrar~~ the FCR Account Administrator to the Provider for the registration's billing contact if the FCR Account Administrator is not the Network Name or Site Name holder; and

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

(A) the e-mail addresses for ~~those technical, administrative, this holder~~ and this FCR Account Administrator, and those technical and billing contacts;

(B) ~~postmaster@<the contested domain name>; and~~

~~(C) if the domain name (or "www." followed by the domain name) resolves to an active web page if the complaint relates to a Site Name and the Frogans Address containing the Site Name resolves to the home page of an active Frogans site (other than a generic page the Provider concludes is maintained by a registrar an FCR Account Administrator or ISP for parking domain-names Network Names or Site Names registered by multiple domain-name Network Name or Site Name holders), any e-mail e-mail address shown or e-mail links on that web home page; and~~

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

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

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

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

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

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

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

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

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

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

(h) Any communication by

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

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

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

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

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

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 [ICANN](#) [the OP3FT](#). (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

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

(i) Request that the complaint be submitted for decision in accordance with

the Policy and these Rules;

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

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

(iv) Designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ~~ICANN-approved~~ ~~OP3FT-approved~~ Provider's list of panelists);

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

(vi) Specify the ~~domain-name~~ ~~Network Name(s) and/or Site Name(s)~~ that is/are the subject of the complaint; ~~—~~, as well as the linguistic category(ies) of the ~~Network Name(s) and/or Site Name(s)~~ (as indicated in the FCR Whois Database); ~~Site Name(s) shall be specified by providing complete Frogans Address(es);~~

(vii) Identify the ~~Registrar~~ ~~FCR Account Administrator(s)~~ ~~with whom the domain name~~ ~~through whom the Network Name(s) and/or Site Name(s)~~ is/are registered at the time the complaint is filed, and specify if the Respondent is a concerned FCR Account Administrator;

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

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

(1) the manner in which the ~~domain-name~~Network Name(s) and/or Site 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~~Network Name or Site Name holder) should be considered as having no rights or legitimate interests in respect of the ~~domain-name~~Network Name(s) and/or Site Name(s) that is/are the subject of the complaint; and

(3) why the ~~domain-name~~Network Name(s) and/or Site Name(s) should be considered as having been registered and being used in bad faith

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

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

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

(xii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the ~~domain-name~~Network Name or Site Name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

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

"Complainant agrees that its claims and remedies concerning the registration of the ~~domain-name~~Network Name or Site Name, the dispute, or the dispute's resolution shall be solely against the ~~domain-name~~Network Name or Site 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~~, FCR Account Administrator, except in the case where the FCR Account Administrator is the Network Name or Site Name holder, (c) the ~~registry administrator~~ FCR Operator, and (d) the ~~Internet Corporation for Assigned Names and Numbers~~ Organization for the Promotion, Protection and Progress of Frogans Technology, 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

(xiv) Annex any documentary or other evidence, including a copy of the Policy applicable to the ~~domain name~~ Network Name(s) and/or Site 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~~ Network Name or Site Name, provided that the ~~domain names~~ Network Names and/or Site Names are registered by the same ~~domain name~~ Network Name or Site Name holder.

4. NOTIFICATION OF COMPLAINT

(a) The Provider shall submit a verification request to the ~~Registrar~~ FCR Operator. The verification request will include a request to Lock the ~~domain name~~. Network Name or Site Name. The verification request is made using the FCR API Service.

(b) Within two (2) business days of receiving the Provider's verification request, the ~~Registrar~~ FCR Operator shall provide the information requested in the verification request and confirm that a Lock of the ~~domain name~~ Network Name or Site Name has been applied. The ~~Registrar~~ FCR Operator shall not notify the Respondent of the proceeding until the Lock status has been applied. The Lock shall remain in place through the remaining Pendency of the ~~UDRP~~ UDRP-F proceeding. Any updates to the Respondent's data, such as through the result of a request by a privacy or proxy provider to reveal the underlying customer data, must be made before the two (2) business day period concludes or before the ~~Registrar~~ FCR Operator verifies the information requested and confirms the Lock to the ~~UDRP~~ UDRP-F Provider, whichever occurs first. Any modification(s) of the Respondent's data following the two (2) business day period may be addressed by the Panel in its decision.

(c) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, including any annexes, electronically to the Respondent and ~~Registrar~~ the FCR Operator and shall send Written Notice of the complaint (together with the explanatory cover sheet

prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

(d) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

(e) If the Provider dismisses the complaint due to an administrative deficiency, or the Complainant voluntarily withdraws its complaint, the Provider shall inform the ~~Registrar~~ FCR Operator that the proceedings have been withdrawn, and the ~~Registrar~~ FCR Operator shall release the Lock within one (1) business day of receiving the dismissal or withdrawal notice from the Provider.

(f) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with sending the complaint to the Respondent.

(g) The Provider shall immediately notify the Complainant, the Respondent, the concerned ~~Registrar~~ FCR Account Administrator(s), ~~and ICANN~~ the FCR Operator, and the OP3FT of the date of commencement of the administrative proceeding. The Provider shall inform the Respondent that any corrections to the Respondent's contact information during the remaining Pendency of the ~~UDRP~~ UDRP-F proceedings shall be communicated to the Provider further to Rule 5(c)(ii) and 5(c)(iii).

5. THE RESPONSE

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

(b) The Respondent may expressly request an additional four (4) calendar days in which to respond to the complaint, and the Provider shall automatically grant the extension and notify the Parties thereof. This extension does not preclude any additional extensions that may be given further to 5(~~de~~) of the Rules.

(c) The response, including any annexes, shall be submitted in electronic form and shall:

(i) Respond specifically to the statements and allegations contained in the

complaint and include any and all bases for the Respondent (~~domain-name~~ Network Name or Site Name holder) to retain registration and use of the disputed ~~domain-name~~ Network Name or Site Name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent (~~domain-name~~ Network Name or Site Name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

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

(iv) If Complainant has elected a single-member panel in the complaint (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 ~~ICANN-approved~~ OP3FT-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~~ Network Name(s) and/or Site Name(s) that are the subject of the complaint;

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

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

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

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

(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 ~~ICANN-approved~~ OP3FT-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. All communications between a Party and the Panel or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. TRANSMISSION OF THE FILE TO THE PANEL

The Provider shall forward the file to the Panel as soon as the Panelist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panelist

is appointed in the case of a three-member Panel.

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~~ Network Name or Site 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 Provider or the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding. These circumstances may include, for example, the linguistic category of the Network Name or Site Name (as indicated in the FCR Whois Database).

(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, video-conference, and ~~web~~ 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~~ Network Name or Site Name Hijacking or was brought primarily to harass the ~~domain-name~~ Network Name or Site 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) business days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned ~~Registrar~~ FCR Account Administrator(s), and ~~ICANN~~. ~~The concerned Registrar(s) the FCR Operator, and the OP3FT.~~ The FCR Operator shall within three (3) business days of receiving the decision from the Provider communicate to each Party, the concerned FCR Account Administrator(s), the Provider, and ~~ICANN the the OP3FT~~ 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~~ 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. A settlement shall follow steps 17(a)(i) – 17(a)(vii):

(i) The Parties provide written notice of a request to suspend the proceedings because the parties are discussing settlement to the Provider.

(ii) The Provider acknowledges receipt of the request for suspension and informs the ~~Registrar~~ FCR Operator of the suspension request and the expected duration of the suspension.

(iii) The Parties reach a settlement and provide a standard settlement form to the Provider further to the Provider's supplemental rules and settlement form. The standard settlement form is not intended to be an agreement itself,

but only to summarize the essential terms of the Parties' separate settlement agreement. The Provider shall not disclose the completed standard settlement form to any third party.

(iv) The Provider shall confirm to the RegistrarFCR Operator, copying the Parties, the outcome of the settlement as it relates to actions that need to be taken by the RegistrarFCR Operator.

(v) Upon receiving notice from the Provider further to 17(a)(iv), the RegistrarFCR Operator shall remove the Lock within two (2) business days.

(vi) The Complainant shall confirm to the Provider that the settlement as it relates to the ~~domain-name~~Network Name(s) and/or Site Name(s) has been implemented further to the Provider's supplemental rules.

(vii) The Provider will dismiss the proceedings without prejudice unless otherwise stipulated in the settlement.

(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~~Network Name or Site 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~~Network Name or Site 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(bc)(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(ed). 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 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 administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of ICANNthe OP3FT.