



Asian Domain Name Dispute Resolution Centre
- a charitable institution limited by guarantee registered in Hong Kong

ADNDRC Rules for .商标 Charter Eligibility Dispute Resolution Policy

(Effective as of 8 August 2014)

Administrative proceedings for the resolution of disputes under the .商标 Charter Eligibility Dispute Resolution Policy adopted by the Registry shall be governed by these Rules.

1. Definitions

In these Rules:

Complainant means the party initiating a complaint concerning a Domain Name.

Domain Name means a domain name that is registered in the .商标 top level domain.

Eligibility Requirements means the eligibility requirements set out in the Registration Agreement.

Mutual Jurisdiction means a court jurisdiction at the location of either (a) the principal office of the Registrar (provided the Registrant has submitted in its Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the Domain Name) or (b) the Registrant's address as shown for the registration of the Domain Name in the Registrar's Whois database at the time the complaint is submitted to the ADNDRC.

Panel means an administrative panel appointed by ADNDRC to decide a complaint concerning a Domain Name.

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

Party means a Complainant or a Respondent.

Policy means the .商标 Charter Eligibility Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

The Centre means the Asian Domain Name Dispute Resolution Centre (ADNDRC) jointly established by the China International Economic and Trade Arbitration Commission (CIETAC) and the Hong Kong International Arbitration Centre (HKIAC) on 28 February 2002 with its Beijing Office managed and operated by CIETAC, its Hong Kong Office managed and operated by HKIAC, its Seoul Office managed and operated by Korean Internet Address Dispute Resolution Committee (KIDRC) and its Kuala Lumpur Office managed and operated by Kuala Lumpur Regional Centre for Arbitration (KLRCA).

Relevant Office of the Centre means either the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre or the Kuala Lumpur Office of the Centre as the case may be, or as the context may require.

Registrar means the entity with which the Respondent has registered a Domain Name that is the subject of a complaint.

Registrant means the holder of a Domain Name.

Registration Agreement means the agreement between a Registrar and a Registrant.

Respondent means the holder of a Domain Name against which a complaint is initiated.

Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a Registrant of a Domain Name.

Registry means the Registry of .商标 domain names

2. Communications

(a) Unless otherwise agreed beforehand with the relevant Office of the Centre, any submission that may or is required to be made to the Centre pursuant to the Rules and the Policy may be made electronically via Internet. For any electronic submission and communications to the relevant Office of the Centre, the following address shall be used:

if to the Beijing Office : cietac@adndrc.org

if to the Hong Kong Office: hkiac@adndrc.org

if to the Seoul Office: kidrc@adndrc.org

if to the Kuala Lumpur Office: klrca@adndrc.org

(b) When notifying a complaint to the Respondent, it is the Centre's responsibility to employ reasonably available means calculated to achieve actual notice to the Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending the complaint (including annexes to the extent available in electronic form) to all postal, facsimile and email addresses shown in the Domain Name registration data in the Registrar's Whois database for the Registrant and the administrative contact; and

(ii) sending the Written Notice of Complaint, to the extent practicable, to all other addresses provided to the relevant Office of the Centre by the Complainant; or

(iii) sending the Written Notice of Complaint to any address the Respondent has notified the relevant Office of the Centre it prefers.

(c) Except as provided in Paragraph 2(b), any communication to the Complainant or the Respondent provided for under these Rules shall be made in electronic format via the Internet.

- (d) Any communication to the relevant Office of the Centre or the Panel shall be made in electronic format via the Internet.
- (e) Communications shall be made in the language prescribed in Paragraph 11.
- (f) Either Party may update its contact details by notifying the relevant Office of the Centre and the Registrar.
- (g) 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.
- (h) 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(g).
- (i) Any communication by
 - (i) a Panel to any Party shall be copied to the relevant Office of the Centre and to the other Party;
 - (ii) the relevant Office of the Centre 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 relevant Office of the Centre, as the case may be.
- (j) 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.
- (k) In the event a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Panel (or, if no Panel is yet appointed, the relevant Office of the Centre) of the circumstances of the notification.

3. The Complaint

- (a) The Complainant shall have the right to select either the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre or the Kuala Lumpur Office of the Centre to administer the domain name dispute administrative proceeding initiated by a Complaint filed by the Complainant. Such choice shall be made by the Complainant at the time the Complainant files a Complaint and such choice shall be final and binding on the Complainant and the Respondent.
- (b) The Complainant shall be required to send its Complaint to the Office of the Centre which the Complainant has selected to administer the proceedings, using Form C_CEDRP.
- (c) The complaint shall be submitted in electronic format to the Office of the Centre in accordance with Paragraph 2(a) 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 email addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
 - (iii) Provide the name of the Respondent and all information (including any postal and email addresses and telephone and facsimile numbers) known to the Complainant regarding how to contact the Respondent or any representative of the Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the relevant Office of the Centre to send the complaint as described in Paragraph 2(b);
 - (iv) Specify the Domain Name(s) that is/are the subject of the complaint;
 - (v) Identify the Registrar(s) with whom the Domain Name(s) is/are registered at the time the complaint is filed;
 - (vi) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular, the manner in which the Respondent does not meet the Eligibility Requirements. The

description shall comply with any word or page limit set forth in paragraph 18;

- (vii) 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;
- (viii) State that a copy of the complaint, together with the cover sheet as prescribed in Paragraph 3(b) , has been sent or transmitted to the Respondent in accordance with Paragraph 2(b) and to the concerned Registrar(s);
- (ix) Identify the Mutual Jurisdiction (as defined in Paragraph 1) to which the Complainant will submit, with respect to any challenges to a decision in the administrative proceeding cancelling the Domain Name, as follows: "The Complainant hereby designates [identify precisely the court jurisdiction] as the Mutual Jurisdiction, for the purposes of any challenges to a decision in the administrative proceeding cancelling or transferring the domain name."
- (x) Conclude with the following statement followed by the signature of the Complainant or its authorized representative: "The 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 Registrant 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, and (c) the registry operator, as well as their directors, officers, employees, and agents." "The Complainant certifies that the information contained in this Complaint is to the best of the 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
- (xi) Annex any documentary or other evidence together with a schedule indexing such evidence.

- (d) The complaint may relate to more than one Domain Name, provided that the Domain Names are registered by the same Registrant.

4. Notification of Complaint

- (a) The relevant Office of the Centre shall review the complaint for formal compliance with the Policy and these Rules. If the complaint is found to be in compliance, then the relevant Office of the Centre shall forward the complaint (together with the explanatory cover sheet prescribed by Paragraph 3(b)) to the Respondent, in the manner prescribed by Paragraph 2(b), within three (3) business days (as observed at the relevant Office of the Centre's principal place of business) following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.
- (b) If the relevant Office of the Centre finds the complaint to be formally 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 the submission of a different complaint by the Complainant. The relevant Office of the Centre shall notify the Complainant, the Respondent and the concerned Registrar(s) of the withdrawal.
- (c) The date of commencement of the administrative proceeding shall be the date on which the relevant Office of the Centre notifies the complaint to the Respondent in accordance with Paragraph 2(b).
- (d) The relevant Office of the Centre shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and the Registry 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 relevant Office of the Centre.

- (b) The response shall be submitted in electronic format in accordance with Paragraph 2(a) and shall:
- (i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases that the Respondent meets the Eligibility Requirements and should retain registration and use of the disputed Domain Name (This portion of the response shall comply with any word or page limit set forth in paragraph 18);
 - (ii) Provide the name, postal and e-mail addresses, and the telephone and facsimile numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;
 - (iii) 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;
 - (iv) State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(c);
 - (v) Conclude with the following statement followed by the signature of the Respondent or its authorized representative: "The Respondent certifies that the information contained in this Response is to the best of the 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, together with a schedule indexing such documents.
- (c) At the request of the Respondent, the relevant Office of the Centre 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 relevant Office of the Centre.

- (d) 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) The Centre shall maintain and publish a list of Panelist and their qualifications. Any Party may refer to the Centre's Web site at <http://www.adndrc.org> for details. For administrative proceedings, the relevant Office of the Centre shall appoint suitable person(s) from the list, having regard to:
 - (i) The nature of the dispute;
 - (ii) The availability of the Panelist;
 - (iii) the identity of the Parties;
 - (iv) the independence and impartiality of the Panelist;
 - (v) any stipulation in the relevant Registration Agreement; and
 - (vi) any suggestion made by the Parties themselves in accordance with Paragraph 6 of the Rules and if appropriate, Paragraph 8 of the Supplemental Rules.
- (b) The relevant Office of the Centre shall endeavour to appoint, within five (5) business days following receipt of the response by the relevant Office of the Centre or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists.
- (c) Once the Panel is appointed, the relevant Office of the Centre shall notify the Parties of the Panelist appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the relevant Office of the Centre.

7. Impartiality and independence

- (a) A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the relevant Office of the Centre 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 relevant Office of the Centre. In such event, the relevant Office of the Centre shall have the discretion to appoint a substitute Panelist.
- (b) Prior to the appointment of any proposed Panelist, and after the appointment, the Panelist shall declare in writing to the Parties and the relevant Office of the Centre any circumstances which are likely to create an impression of bias or prevent a prompt resolution of the dispute between the Parties. Except by consent of the Parties, no person shall serve as a Panelist in any dispute in which that person has any interest, which, if a Party knew of it, might lead him/her to think that the Panelist might be biased.
- (c) After a Panelist has been appointed but before rendering a decision, a Panelist dies, is unable to act, or refuses to act, the relevant Office of the Centre will, upon request by either Party, appoint a replacement 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 by a Party to the Panel or to the relevant Office of the Centre shall be made to a case administrator appointed by the relevant Office of the Centre in the manner prescribed in paragraph 2(a).

9. Transmission of the file to the Panel

The relevant Office of the Centre shall forward the file to the Panel as soon as the Panelist is appointed.

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, the administrative proceeding shall be in the language of the Registration Agreement, subject to the authority of the relevant Office of the Centre or the Panel, as the case may be, 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 relevant Office of the Centre within fourteen (14) calendar days of its appointment pursuant to Paragraph 6. In exceptional circumstances, the relevant Office of the Centre may extend the time as required for the Panel to forward its Decision.
- (c) 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 of the Panelist.
- (d) 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) business days (as observed at the relevant Office of the Centre's principal place of business) after receiving the decision from the Panel, the relevant Office of the Centre shall communicate the full text of the decision to each Party, the concerned Registrar(s), and the Registry. In the event of a determination in favour of a Complainant, the concerned Registrar(s) shall immediately communicate to each Party, the relevant Office of the Centre, and the Registry the date for the implementation of the decision in accordance with the Policy.
- (b) Except if the Panel determines otherwise, the relevant Office of the Centre shall publish the full decision and the date of its implementation on a publicly accessible website. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(d) of these Rules) shall be published.

17. Correction of Panel Decision

- (a) Within seven (7) days of receiving the decision, a Party may by written notice to the relevant Office of the Centre and the other Party request the Panel to correct in the decision any errors in computation, any clerical or typographical errors or any errors of a similar nature. Any such corrections shall be given in writing to the Parties and shall become a part of the decision.
- (b) The Panel may correct any errors on its own initiative of the type referred to in Paragraph 17(a) above within seven (7) days of the date of the decision being rendered.

18. Limits on Description of Written Statements

- (a) The (maximum) word limit for Complaint Or Response shall be 3,000 words. Parties are required to observe this as the Panel in their own discretion shall have liberty to ignore those words exceeding the maximum stated limit.
- (b) In accordance with Paragraph15(e) of the Rules, there shall be no set word limit in regard to a Panel Decision.

19. Appointment of Case Administrator

- (a) When the Complaint is sent by the relevant Office of the Centre to the Respondent, the relevant Office of the Centre shall notify the Parties of the name and contact details of the Case Administrator responsible for the administration of the proceedings commenced by the Complaint.
- (b) Communication between the Panelist and the Parties shall be coordinated through the Case Administrator.

20. Settlement or other grounds for termination

- (a) If the Complainant notifies the relevant Office of the Centre or the Panel that the Parties have agreed on a settlement, then the relevant Office of the Centre or the Panel, as the case may be, shall suspend or terminate the administrative proceeding.
- (b) If it becomes unnecessary or impossible to continue the administrative proceeding for any other reason, then the relevant Office of the Centre or the Panel, as the case may be, shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the relevant Office of the Centre of the Panel.

21. 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 relevant Office of the Centre. See Paragraph 8 above.

22. Fees

- (a) The applicable fees for documents-only administrative procedure are specified as follows:

Number of Domain Name involved in the Complaint	Fee for Single Panelist	ADNDRC's Administrative Fee	Total Fees
1 to 2 domain names	US\$700	US\$600	US\$1,300
3 to 5 domain names	US\$900	US\$700	US\$1,600
6 to 9 domain names	US\$1,100	US\$800	US\$1,900
10 domain names or more	(to be determined by the relevant office of the ADNDRC)		

- (b) If any amendments are required due to deficiencies in the Complaint (Form C_CEDRP), an additional charge of US\$150 shall accompany any resubmission.
- (c) Fees to be paid to the relevant Office of the Centre in accordance with the Supplemental Rules shall be paid to:
- "China International Economic and Trade Arbitration Commission" in the event the proceedings are to be administered by the Centre's Beijing

Office, or

- "Hong Kong International Arbitration Centre" in the event the proceedings are to be administered by the Centre's Hong Kong Office, or
- "Korean Internet Address Dispute Resolution Committee" in the event the proceedings are to be administered by the Centre's Seoul Office, or
- "Kuala Lumpur Regional Centre for Arbitration" in the event the proceedings are to be administered by the Centre's Kuala Lumpur Office.

- (d) The Complainant shall be responsible for paying the total fees.
- (e) The said fees do not include any payments that might have to be made to a lawyer representing a Party.
- (f) All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the relevant Office of the Centre shall be the responsibility of the Party making the payment.
- (g) The relevant Office of the Centre shall be under no obligation to take any action on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 22(a).
- (h) If the relevant Office of the Centre has not received the fee within ten (10) calendar days of receiving the complaint, the relevant Office of the Centre may terminate the administrative proceeding.
- (i) In exceptional circumstances, for example in the event an in-person hearing is held, the relevant Office of the Centre shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

23. Exclusion of liability

Except in the case of deliberate wrongdoing, neither the relevant Office of the Centre nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

24. Amendments

- (a) Subject to the Policy and Rules, the Centre may amend these Supplemental Rules at its sole discretion from time to time. The amended Rules shall come into force after thirty days from its publication.
- (b) The version of these Rules in effect at the time of the submission of the complaint to the relevant Office of the Centre shall apply to the administrative proceeding commenced thereby.

25. Interpretation

These Rules are subject to the interpretation of the Center.