

Uniform Domain Name Username Dispute Resolution Policy (UUDRP)

~~(As Approved)~~Drafted by ICANN Giant People LLC on October 24, 1999April 26, 2016)

1. Purpose. This Uniform Domain Name Username Dispute Resolution Policy (the "Policy" or "UUDRP") was created to provide Service Providers whose services include user-created usernames with a standardized method of resolving disputes regarding which user should have the right to use a particular username. The policy is between the Service Provider and its customer (the username holder) and, as such, uses "we" and "our" to refer to the Service Provider and uses "you" and "your" to refer to the customer. The Policy recognizes that usernames are as important as domain names, recognizes that username squatting is a real problem, and is based on (but does not exactly follow) the Uniform Domain Name Dispute Resolution Policy ("UDRP") ~~has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") and located at~~ <<https://www.icann.org/en/help/dndr/udrp/policy>>~~7.~~ This Policy is incorporated by reference into your Registration Agreement Service Provider's Terms of Service ("TOS")~~t,~~ and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration creation and use of an Internet domain name username registered created by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Username Dispute Resolution Policy (the "Rules of Procedure UUDRP Rules"), which are available at <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>, and the selected administrative dispute resolution service provider's supplemental rules <UUDRP-RULES-URL>.

2. Your Representations. By applying to register creating a domain name username, or by asking us to maintain or renew a domain name username registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are your account with us are complete and accurate; (b) to your knowledge, the registration creating of the domain name username will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering creating the domain name username for an unlawful purpose; and (d) you will not knowingly use the domain name username in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name username registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer, or otherwise make changes to domain name a username registrations under the following circumstances:

~~a. s~~(a) Your direction. Subject to the provisions of Paragraph

8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

~~b. (b) Court order.~~ Our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

~~c. (c) Administrative Panel decision.~~ Our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN/GiantPeople LLC. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a ~~domain-username-registration~~ in accordance with the terms of your ~~Registration Agreement/TOS~~ or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at ~~www.icann.org/en/dndr/udrp/approved-providers.htm~~ <PROVIDERS-URL> (each, a "Provider").

~~a. (a) Applicable Disputes.~~ You are required to submit to a mandatory administrative proceeding in the event that a third party (a "~~complainant~~Complainant") asserts to the ~~applicable~~Service Provider, in compliance with the ~~Rules of Procedure~~UUDRP Rules, that

(i) your ~~domain-username~~ is identical or confusingly similar to a trademark or service mark in which the ~~complainant~~Complainant has rights; and you have no rights or legitimate interests in respect of the username; OR

(ii) ~~domain-name~~you have no rights or legitimate interests in respect of the ~~your~~ username is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

(iii) ~~y~~ your ~~domain-username~~ has been ~~registered~~created and is being used in bad faith.

In the administrative proceeding, the ~~complainant~~Complainant must prove that ~~each of these three~~the elements of paragraph 4(a)(i) OR paragraph 4(a)(ii) are present.

~~b. (b) Evidence of Registration and Use in Bad Faith.~~ For the

purposes of Paragraph 4(a) (i+i), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the ~~registration~~creation and use of a ~~domain name~~username in bad faith:

(i) circumstances indicating that you have ~~registered~~created or you have acquired the ~~domain name~~username primarily for the purpose of selling, renting, or otherwise transferring the ~~domain name~~username~~registration~~ to the ~~complainant~~Complainant who is the owner of the trademark or service mark or to a competitor of that ~~complainant~~Complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the ~~domain name~~username; or

(ii) you have ~~registered~~created the ~~domain name~~username in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding ~~domain name~~username, provided that you have engaged in a pattern of such conduct; or

(iii) you have ~~registered~~created the ~~domain name~~username primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the ~~domain name~~username, you have intentionally attempted to attract, for commercial gain, Internet users to your web-site or other on-line location, by creating a likelihood of confusion with the ~~complainant~~Complainant's mark as to the source, sponsorship, affiliation, or endorsement of your ~~web-site~~website or location or of a product or service on your ~~web-site~~website or location.

~~e.-(c)~~ (c) How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name Username in Responding to a Complaint. When you receive a complaint, you should refer to ~~Paragraph 5 of the Rules of Procedure~~UUDRP Rules in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the ~~domain name~~username for purposes of Paragraph 4(a) (i+i):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the ~~domain name~~username or a name corresponding to the ~~domain name~~username in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the ~~domain name~~username, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the ~~domain name~~username, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

~~d.~~ (d) Selection of Provider. The ~~complainant~~Complainant shall select the Provider from among those approved by ~~ICANN~~GiantPeople LLC by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

~~e.~~ (e) Initiation of Proceeding and Process and Appointment of Administrative Panel. The ~~Rules of Procedure~~UUDRP Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

~~(f.)~~ Consolidation. In the event of multiple disputes between you and a ~~complainant~~Complainant, either you or the ~~complainant~~Complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ~~ICANN~~GiantPeople LLC.

~~(g.)~~ Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the ~~complainant~~Complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b) (iv) of the ~~Rules of Procedure~~UUDRP Rules, in which case all fees will be split evenly by you and the ~~complainant~~Complainant.

~~(h.)~~ Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

~~(i.)~~ Remedies. The remedies available to a ~~complainant~~Complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your ~~domain name~~username or the transfer of your ~~domain name~~username registration to the ~~complainant~~Complainant.

~~(j.)~~ Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a

~~domain name~~username you have ~~registered~~created with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

~~(k-)~~ Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the ~~complainant~~Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your ~~domain name~~username~~registration~~ should be canceled or transferred, then we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the ~~complainant~~Complainant in a jurisdiction to which the ~~complainant~~Complainant has submitted under Paragraph 3(b)(xiii) of the ~~Rules of Procedure~~UUDRP Rules. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our ~~Whois database~~your account with us. See ~~Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure~~UUDRP Rules for details.) If we receive such documentation within the ten (10) business day period, then we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your ~~domain name~~username.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your ~~registration~~domain nameusername that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration, or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the ~~registration~~creation and use of your ~~domain name~~username. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend

ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any ~~registration domain name~~username under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute. ~~to a New Holder. Domain Name Transfers of a a.~~

~~_____ You may not transfer your registration domain name username to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name username unless the party to whom the registration domain name username is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a registration domain name username to another holder that is made in violation of this subparagraph. was transferred.~~

~~_____ registration domain name dispute policy of the registrar from which the domain name to us during the pendency of a court action or arbitration, such dispute shall remain subject to the registration domain name with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a registered you have domain name to another registrar during a pending court action or arbitration, provided that the registration domain name to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your registration domain name Changing Registrars. You may not transfer your b.~~

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN Giant People LLC. We will post our revised Policy at <SERVICE-PROVIDER-UUDRP-URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any ~~registration domain name~~username dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your ~~registration domain name~~username with us, provided that

you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your ~~registration-~~
~~domain name~~username.

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