

## **.coop Dispute Policy**

### **Basic Philosophy: First Come, First Served**

When an eligible cooperative claims a domain name, they are doing so guided by the desire to claim the name they have considered, planned for and perhaps committed to within their organization. Cooperatives that select and register their names before others have shown a willingness to support the .coop domain space and its goals for the cooperative community. The basic premise in dealing with questions about name registration in this regard is that of first come, first served.

While dotCoop's goal is to support the fair, balanced and efficient approval of eligibility and access to .coop domain names, disputes may arise - in some cases because of trademark issues and in other cases because of concerns within the cooperative community about the eligibility of specific organizations to register a .coop name.

### **ICANN's Uniform Dispute Resolution Policy**

The Internet Corporation for Assigned Names and Numbers (ICANN) has long recognized that disputes will arise over Internet domain name registration. Experience has led to the development of the Uniform Dispute Resolution Policy (the "UDRP") which provides an avenue to fairly address and resolve naming disputes. The disputes that will arise are generally classified as registrations made in "bad faith." ICANN's guidelines defining "bad faith" are, as follows:

- i. circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- ii. you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- iii. you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- iv. by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.  
(NOTE: please see <http://www.icann.org/en/help/dndr#udrp> for the policy in its entirety.)

A trademark holder can initiate mandatory administrative proceedings by filing a complaint with an ICANN approved dispute resolution service provider. The World Intellectual Property Organization (WIPO) has been selected to provide this service by dotCoop (see [www.wipo.org](http://www.wipo.org))

dotCoop will cancel, transfer, or otherwise make changes to domain name registrations as rendered by a WIPO ruling.

### **dotCoop's Domain Name Dispute Resolution Policy (DCDRP)**

DotCoop has combined both the UDRP and dispute procedures connected with .coop eligibility issues into a unified policy called the dotCoop Dispute Resolution Policy (DCDRP). The DCDRP

provides for a means whereby a complainant may "dispute" the right of another to use or register a specific domain name. The DCDRP is included by inference in the dotCoop **Registration Agreement**.

In all standard matters related to domain name disputes, dotCoop will follow the formal guidelines established by ICANN as they relate to disputes and dispute resolution. However, because dotCoop believes disputes over name selection will be minimal within the cooperative community, its policies will be directed towards facilitating informal solutions to disputes, thus minimizing costly and time consuming dispute resolution hearings or legal proceedings.

## **dotCoop Dispute Levels - Informal and Formal Disputes**

It is the role of dotCoop to work to avoid the escalation of disputes to the level of costly and time-consuming formal dispute resolution process if at all possible without undermining ICANN and dotCoop policies. Neither dotCoop nor ICANN will be party to any administrative procedure or lawsuit that may arise at any time.

Disputes are initially classified in the following levels:

### **Level 1.**

Applicant applies for a Domain Name and it is unavailable. The applicant refers to the "WHOIS" directory and determines who has registered the name. The applicant can contact the registrant and arrange for transfer under terms established between the two parties. dotCoop is not involved in these negotiations. There is no dispute.

### **Level 2.**

Applicant applies for its own trade name, registered trademark, service mark or name to which it has a legitimate claim. The name is not available. The applicant refers to the "WHOIS" directory and determines who has registered the name. The applicant contacts the owner and arranges for transfer under terms established between the two parties. dotCoop is not involved in these negotiations. There is no dispute.

### **Level 3.**

Applicant applies for its own trade name, registered trademark, service mark or name to which it has a legitimate claim. The name is not available. The applicant refers to the "WHOIS" directory and determines who has registered the name. The applicant contacts the current registrant but the applicant and registrant cannot establish a transfer agreement.

The applicant may then contact dotCoop to file a Dispute Report at support@nic.coop. The Dispute Report lists the identification of both the applicant and the registrant and details the dispute.

DotCoop reviews the claim and contacts both parties in writing informing each that a dispute has been lodged and that, based on ICANN policy, it may represent a dispute under the UDRP or DCDRP process. DotCoop details the process and provides information on the dispute procedure. Any correspondence related to the dispute will be kept on file by dotCoop.

The registrant of the name in dispute, as a condition of its continued claim on the Domain Name, is asked to participate in the UDRP or DCDRP process. If the registrant does not respond to a formal inquiry from dotCoop on the Dispute Report within 30 days, the applicant must then indicate to dotCoop whether they plan to file a formal complaint under the appropriate dispute policy. If a dispute will be filed, the dispute is escalated to Level 4.

If the applicant decides not to proceed with the Dispute, dotCoop may still choose to proceed with a review of the eligibility of the registrant for a .coop domain if eligibility criteria were noted by the applicant as a potential issue in the Dispute. DotCoop may then proceed with the Verification Process (see Verification Policy) which may result in revocation of the domain which may then be registered by any eligible organization. In that case, the basic rule of "first come, first served" shall apply to any revoked domains.

## **Dispute Escalation Levels**

### **Level 4.**

If an agreement cannot be reached between the parties directly, dotCoop provides information on the final steps to be taken for dispute resolution, provide all information on the dispute that is available and terminates any further direct involvement and contact with the parties in dispute, other than to facilitate any subsequent decision made by an administrative proceeding or court of law.

The parties may choose to move ahead with the dispute or the applicant may choose to end the dispute. The World Intellectual Property Organization (WIPO) has been selected by dotCoop to provide dispute resolution services to .coop domain name holders. WIPO conducts a formal, independent Administrative Proceeding in which the two parties present their respective views of a conflict to a neutral and impartial third party - the WIPO Panel. The Panel hears the parties' claims in conformity with ICANN's UDRP ([www.icann.org/udrp](http://www.icann.org/udrp)), dotCoop's Dispute Resolution Policy (DCDRP) (Attachment A of this document), and WIPO's Supplemental Rules. After both parties have had a chance to make their case, the Panel will issue a decision that is binding on the parties.

dotCoop will make any changes, transfers or adjustments as have either been agreed to by both parties or ruled upon by formal dispute resolution bodies. Direction to take such action must be provided to dotCoop in writing from officers of both organizations in dispute or by the presiding officer of the formal body that has made a binding decision in the dispute.

dotCoop reserves the right to assess additional fees against the parties in the dispute based so as to cover the cost of lengthy or time consuming involvement in the dispute.

## Attachment A

This Dotcoop Dispute Resolution Policy is to be incorporated in all agreements with registrants concerning domain-name registrations in the sponsored TLD (the "Registration Agreement").

### DotCoop Dispute Resolution Policy (DCDRP)

#### 1. Purpose.

This DotCoop Dispute Resolution Policy (the "DCDRP") has been adopted by DotCooperation LLC ("dotCoop"), the Sponsoring Organization for the .coop TLD, is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than dotCoop over the registration and use of a .coop domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules of Procedure for DotCoop Dispute Resolution Policy (the "Rules of Procedure") (Attachment B) and the Supplemental Rules of the World Intellectual Property Organization (WIPO) who is the authorized provider of dispute resolution services for .coop domains (the "Provider").

#### 2. Your Representations.

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (i) the information that you provide to us during the application process to register your domain name is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use (or permit others to use) such domain name will directly or indirectly infringe the legal rights of a third party or contravene our policies, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iv) you have selected the necessary security option(s) for your domain name registration record, (v) you are not registering the domain name for an unlawful purpose, (vi) you will not knowingly use the domain name in violation of any applicable laws or regulations, and (vii) you are of legal age to enter into this Agreement. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

#### 3. Cancellations, Transfers, and Changes.

Subject to the eligibility restrictions set forth in Attachment A to the Registration Agreement, we will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 7, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of a 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 DotCoop.

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

#### 4. **Mandatory Administrative Proceeding.**

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before a three-person panel (the "Panel"), one member of which will be an individual drawn from a list maintained by the Provider of panelists with expertise in cooperative matters.

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

- a. **Eligibility Claim:** you are not an eligible registrant for a .coop domain name;
- b. **Trademark Claim:**
  - i. your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights;
  - ii. you have no rights or legitimate interests in respect of the domain name; and
  - iii. your domain name has been registered and is being used in bad faith. In the administrative proceeding, the complainant must prove that either element (a) or all three elements of (b) are present.
- c. **Eligibility Claim: Evidence of Ineligibility.** For the purposes of Paragraph 4(a), the Panel may consider any evidence presented by the complainant supporting its claim that you are not eligible to register within the .coop TLD.
- d. **Eligibility Claim: How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to an Ineligibility Complaint under Paragraph 4(a).** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. If the Panel finds, based on its evaluation of all evidence presented, that your organization falls within one of the categories of the .coop Charter (see <http://www.icann.org/en/tlds/agreements/coop/>) you will have demonstrated your rights or legitimate interests to the domain name for purposes of Paragraph 4(a).
- e. **Trademark Claim: Registration and Use in Bad Faith.** For the purposes of Paragraph 4(b)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:
  - i. circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
  - ii. you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
  - iii. you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
  - iv. by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

- f. **Trademark Claim: How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(b)(ii):
- i. before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services, or as part of the operations of a cooperative; or
  - ii. you have been commonly known by the domain name, 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, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.
- g. **Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the Panel.
- h. **Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Panel. This petition shall be made to the first Panel appointed to hear a pending dispute between the parties. This 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 dotCoop.
- i. **Fees.** All fees charged by the Provider in connection with any dispute before a Panel pursuant to this Policy shall be paid by the complainant.
- j. **Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before a Panel. In addition, we will not be liable as a result of any decisions rendered by the Panel.
- k. **Remedies.** The remedies available to a complainant pursuant to any proceeding before a Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant, subject to our eligibility requirements.
- l. **Notification and Publication.** The Provider will notify us of any decision made by a Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet.
- m. **Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If a Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the Provider of the Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3 of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database.) If we receive such documentation within the ten (10) business day period, we will not implement the Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn;

or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

**5. All Other Disputes and Litigation.**

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

**6. Our Involvement in Disputes.**

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us (or the .coop Registry Operator or any .coop registrar or reseller) 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. Transfers During a Dispute.**

You may not transfer your domain name registration to another holder except as permitted under your Registration Agreement. Additionally, you may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

**8. Policy Modifications.**

We reserve the right to modify this Policy at any time. We will post our revised Policy at [www.nic.coop](http://www.nic.coop) at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to the Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

## Attachment B

# Rules of Procedure for the DotCoop Dispute Resolution Policy (DCDRP)

### (the "Rules of Procedure")

Administrative proceedings for the resolution of disputes under the DCDRP shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

#### 1. Definitions

In these Rules:

**Complainant** means the party (who is a registrant in the .coop TLD, or is eligible to register in the .coop TLD) initiating a complaint concerning a .coop domain-name registration.

**DotCoop** means DotCooperation LLC, the sponsoring organization for the .coop TLD.

**Mutual Jurisdiction** means a court jurisdiction at either (a) Washington, D.C. or (b) the domain-name holder's address as shown for the registration of the domain name in dotCoop's Whois database at the time the complaint is submitted to the Provider.

**Panel** means a three-person administrative panel appointed by a Provider to decide a complaint concerning a .coop domain-name registration.

**Panelist** means an individual appointed by a Provider to be a member of a Panel. At least one Panelist will be an individual drawn from a list maintained by the Provider of panelists with expertise in cooperative matters that have been designated by dotCoop.

**Party** means a Complainant or a Respondent.

**Dispute Policy** means the DotCoop Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

**Provider** means the World Intellectual Property Organization (WIPO).

**Registration Agreement** means the agreement between dotCoop and a domain-name holder as referenced in their registrar or reseller agreement.

**Respondent** means the holder of a .coop domain-name registration against which a complaint is initiated.

**Reverse Domain Name Hijacking** means using the Dispute Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name.

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

#### 2. Communications

- a. When forwarding a complaint 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 the complaint to all postal mail and facsimile addresses (A) shown in the domain name's registration data in dotCoop's Whois database for the registered domain name holder, the technical contact, and the administrative contact and (B) supplied by dotCoop to the Provider for the registration's billing contact; and
  - ii. sending the complaint in electronic form (including annexes to the extent available in that form) by email to:
    - A. the email addresses for those technical, administrative, and billing contacts;
    - B. postmaster@; and

- C. if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any email address shown or email links on that web page;
    - iii. sending the complaint in electronic form (including annexes to the extent available in that form) by email to any email address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other addresses provided to the Provider by Complainant under Paragraph 3.
  - b. Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made
    - i. by telecopy or facsimile transmission, with a confirmation of transmission; or
    - ii. by postal or courier service, postage pre-paid and return receipt requested; or
    - iii. electronically via the Internet, provided a record of its transmission is available
  - c. Any communication to the Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.
  - d. Communications shall be made in the language prescribed in Paragraph 11. Email communications should, if practicable, be sent in plaintext.
  - e. Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:
    - i. if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or
    - ii. if by postal or courier service, on the date marked on the receipt; or
    - iii. if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.
  - f. Except as otherwise provided in these Rules, or decided by a Panel, 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 (e) above.
  - g. Either Party may update its contact details by notifying the Provider and dotCoop.
  - 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.
  - 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. A person or entity meeting the defined eligibility standards for registration in .coop may initiate an administrative proceeding by submitting a complaint in accordance with the Dispute Policy and these Rules to the Provider.

- b. The complaint shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:
- i. Request that the complaint be submitted for decision in accordance with the Dispute Policy and these Rules;
  - ii. Specify the grounds on which Complainant meets dotCoop's eligibility standards for registration in .coop;
  - iii. Provide the name, 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 administrative proceeding;
  - iv. Provide the name of the Respondent (domain-name holder) and all information (including any email addresses) 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);
  - v. Provide the names and email addresses of three candidates to serve as one of the Panelists (these candidates may be drawn from the Provider's list of panelists)
  - vi. Specify the domain name(s) that is/are the subject of the complaint;
  - vii. Specify the eligibility claim or trademark(s) or service mark(s) on which the complaint is based. For trademark claims, describe the goods or services, if any, with which the mark is used;
  - viii. Describe, in accordance with the Dispute Policy, the grounds on which the complaint is made including, in particular,
    - A. (for eligibility claims) the basis for Complainant's belief that Respondent is ineligible to hold a .coop domain name;
    - B. (for trademark claims) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
    - C. (for trademark claims) why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and
    - D. (for trademark claims) why the name(s) should be considered as having been registered and being used in bad faith
 (The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.)
  - ix. Specify, in accordance with the Dispute Policy, the remedies sought;
  - x. 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;
  - xi. State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (domain-name holder), in accordance with Paragraph 2(b);
  - xii. State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;
  - xiii. Conclude with the following statement followed by the signature of the complainant or its authorized representative:  
 <""Complainant""> agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing, (b) dotCoop, (c) the Registry Operator of the .coop domain, (d) any registrar for the .coop TLD, (e) any reseller for the .coop TLD, and (f) 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."; and

- xiv. Annex any documentary or other evidence, including a copy of the Dispute Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.
- c. The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

#### **4. Notification of Complaint**

- a. The Provider shall review the complaint for administrative compliance with the Dispute Policy and these Rules and, if in compliance, shall forward 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.
- b. 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.
- c. The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with forwarding the Complaint to the Respondent.
- d. The Provider shall immediately notify the Complainant, the Respondent, and dotCoop of the date of commencement of the administrative proceeding.

#### **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 response shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:
  - i. Respond specifically to the statements and allegations contained in the complaint and include any and all basis for the Respondent (domain-name holder) to 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 the Provider's Supplemental Rules.);
  - ii. Provide the name, postal, and email addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;
  - iii. Provide the names and email addresses of three candidates to serve as one of the Panelists (these candidates may be drawn from the Provider's list of panelists)
  - 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. State that a copy of the response has been transmitted to the Complainant, in accordance with Paragraph 2(b); and
  - vi. Conclude with the following statement followed by the signature of the Respondent or its authorized representative: "Respondent certifies that the information contained in this Response is to the best of

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

- vii. 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 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.
- 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 Provider shall maintain and publish a publicly available list of panelists and their qualifications.
- b. 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, three panelists as described in (c) below. As set forth in Paragraph 19, the fees for a Panel shall be paid entirely by the Complainant.
- c. 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 publicly-available list of candidates with expertise in cooperative issues (designated by dotCoop).
- d. 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 last 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 Dispute 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 Dispute Policy and these Rules.

#### **11. Language of Proceedings**

- a. Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.
- b. The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

#### **12. Further Statements**

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

#### **13. In-Person Hearings**

There shall be no in-person hearings (including hearings by teleconference, videoconference, or 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 Dispute 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. The Panel's decision shall be made by a majority.
- d. The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).
- e. Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the

Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

#### **16. Communication of Decision to Parties**

- a. Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party and dotCoop. DotCoop, or its agent, shall communicate within one (1) working day to each Party and the Provider the date for the implementation of the decision in accordance with the Dispute Policy.
- b. The Provider shall publish the full decision and the date of its implementation on a publicly accessible web site.

#### **17. Settlement or Other Grounds for Termination**

- a. If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.
- b. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

#### **18. Effect of Court Proceedings**

- a. In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.
- b. In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider.

#### **19. Fees**

- a. The Complainant shall pay to the Provider its fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.
- b. No action shall be taken by the Provider on a complaint until it has received from Complainant the 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 complainant for the payment of additional fees, which shall be established in agreement with the complainant 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 dotCoop.

**Amended: 20 August 2007**