



# FORUM Rules for NameBlock DRP

## RULE 1. DEFINITIONS

**“Abuse Variants List.”** The list of Variants of the Block Label that is generated by NameBlock’s abuse variant algorithm.

**“Agreement.”** The Blocking Agreement entered into by Block Applicant/Block Owner when applying for the Block.

**“Applicant.”** A natural person, organization or company that wishes to submit a Block Application or has submitted a Block Application.

**“Block” or, “Blocks” or “Blocked.”** One or a collection of domain names that have been blocked from registration in the Registry System.

**“Block Application.”** A request to create a certain Block submitted via a NameBlock Reseller on behalf of an Applicant.

**“Blocking Agreement.”** Means the agreement between the Block Applicant or Block Owner and the reseller of NameBlock Services.

**“Block Label.”** The term upon which a Block Application is submitted and a Block is created.

**“Block Owner” or “Owner.”** The owner of a Block.

**“Blocked Domain Name.”** A Domain Name that is Blocked from registration and is included within an active Block.

**“Business Days.”** All calendar days, except Saturdays, Sundays, and U.S. federal holidays.

**“Calendar Days.”** All days, including Saturdays, Sundays, and local and federal holidays, except when they fall on the last day of a time period.

**“Claim.”** A Claim by a Third-Party regarding Blocked Domain Name(s).

**“Confidential Information.”** All information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference

implementation and documentation, financial information, statistics and functional and interface specifications, provided or submitted by a Party to the dispute and marked CONFIDENTIAL.

**“Decision.”** Panelist award establishing the final rights and obligations of the Parties or as otherwise provided by the Policy, these Rules or by law.

**“Filed.”** A Submission is considered Filed on the date that FORUM receives the complete Submission, which includes all supporting items that are readily duplicated.

**“Filing Fee.”** The amount paid to FORUM by a Party after filing a Notice of Claim and Complaint form.

**“Letter of Initiation.”** Letter sent by FORUM to the Parties advising that the dispute resolution proceedings have commenced.

**“Notice.”** A written Notice or other written communication to FORUM, NameBlock or to the Parties to a dispute.

**“Party” or “Parties.”** Any individual or Entity who makes a Claim or against whom a Claim is made.

**“Policy.”** NameBlock Dispute Resolution Policy.

**“Reseller.”** An entity authorized by NameBlock to sell the Services.

**“Services” or “NameBlock Services.”** NameBlock’s AbuseShield and BrandLock Exact Match services, for more information visit <https://nameblock.com>.

**“Submission.”** All documents, writings, data compilations, tape recordings, electronic recordings or video recordings, including the Notice of Claim, Response, Reply Submissions provided by a Party to FORUM in support of a Claim or in defense of a Claim.

## **RULE 2. LIMITATION OF APPLICABILITY**

These rules apply to third party claims involving NameBlock Services as outlined in NameBlock DRP and where the prerequisite steps outlined in the Policy, if any, have been taken prior to requesting the dispute be resolved through these Rules.

## **RULE 3. SUBMISSION OF DISPUTE TO ADMINISTRATIVE HEARING**

The NameBlock Dispute Resolution Policy (“DRP”) is incorporated by reference into your Blocking Agreement. By placing a Block Application or filing a Notice/Complaint under this “DRP”, the Parties also consent to email as the method of delivery for submissions and other documents relating to the DRP proceeding.

#### **RULE 4. ADMINISTRATOR**

When all Parties have agreed to resolve the dispute under these Rules pursuant to Rule 3, they appoint FORUM as the administrator of the administrative hearing. The authority and duties of FORUM are prescribed in these Rules that govern the proceedings. Where the rules are silent, the FORUM *Code of Procedure for Resolving Business-to-Business Disputes* will apply.

#### **RULE 5. CONFIDENTIALITY**

Proceedings under these Rules are confidential unless all Parties agree or the law requires that information be disclosed. Orders and Decisions are not confidential and may be disclosed by a Party, unless otherwise agreed by the Parties or Ordered by the Panelist. The Panelist or FORUM may disclose case filings, case dispositions, and other case information filed with FORUM as required by a Court Order or by applicable law. Decisions will be published on Forum's website.

#### **RULE 6. REQUESTING AN ADMINISTRATIVE HEARING**

After completing the Notice Requirement set forth in the Policy, any Party may request an Administrative Hearing under these Rules.

#### **RULE 7. FEES FOR INITIATION OF PROCEEDINGS; APPORTIONMENT**

The amount of FORUM's Filing Fee is \$1,200.00 and is due immediately. Parties bringing Claims deemed meritless or vexatious by the Panelist may not be permitted to bring any other complaints under this Policy.

#### **RULE 8. LANGUAGE OF PROCEEDINGS**

The language of all submissions and proceedings will be English. Parties may submit supporting evidence in other languages, provided and subject to the authority of the Panel to determine otherwise, that such evidence is accompanied by a certified English translation of all relevant text.

#### **RULE 9. INITIATION OF AN ADMINISTRATIVE HEARING**

After complying with the Notice of Claim requirements within the Policy, a Party may initiate proceedings by completing a Complaint, annexing supporting documentation, and Filing the Complaint and all annexes with FORUM along with payment of the application Filing Fee. Email delivery will be acceptable pursuant to Rule 3.

#### **RULE 10. RESELLER VERIFICATION**

FORUM shall email a verification request to the Reseller, asking the Reseller to reveal or confirm the Block Owner's name and contact information within two (2) days. FORUM will forward the Reseller verification to the Complainant, who has five (5) days to send in an amended Complaint reflecting the information provided in the Reseller Verification.

#### **RULE 11. CONFIRMATION AND INITIATION OF PROCEEDINGS**

FORUM shall immediately review the Complaint for deficiencies. If there are no deficiencies within the Complaint, Forum will forward a Letter of Initiation to the Parties. The Letter of Initiation sent

to the Respondent will also include a copy of the Complaint and annexes. If there are deficiencies, FORUM will inform the Parties and the Complainant will have five (5) Calendar Days to cure the deficiencies and File Amended Complaint Documents with FORUM.

#### **RULE 12. RESPONSE**

Within fourteen (14) Calendar Days after the date of FORUM's Letter of Initiation, the Respondent(s) shall complete a Response form and File it with FORUM. Upon Filing, FORUM shall immediately forward one (1) copy of the Response materials to the Complainant.

#### **RULE 13. APPOINTMENT OF NEUTRAL PANELIST**

Within five (5) business days after the receipt of the Response or the deadline for the Response if a Response is not filed, FORUM shall appoint a Panelist from the list of Panelists maintained by Forum. Each Party may remove one (1) Panelist without cause by Filing a Notice of Removal with FORUM within ten (10) Calendar Days after the date of the Notice of Appointment of the Panelist has been provided to the Parties. Any Party may request disqualification of any Panelist as provided in Rule 26.

Upon acceptance of the Panelist, FORUM shall forward all of the Submissions to the panelist for prompt Decision, and shall notify the Parties that the case file has been forwarded to the Panelist.

#### **RULE 14. NO DIRECT COMMUNICATION WITH PANELIST**

There shall be no direct communication between a Party to the dispute and a Panelist. Oral or written communications from any Party intended for a Panelist shall be directed to FORUM for transmittal to the Panelist, if appropriate.

#### **RULE 15. DISPUTE RESOLUTION PROCEDURES**

The Third-Party cases heard by FORUM following a standard procedure with a Decision by the Panelist based on the presentation of written documents and evidence to the Panelist. No oral hearings shall be conducted.

#### **RULE 16. TIME OF DECISION**

The Decision shall be rendered promptly by the Panelist no later than twenty (20) Calendar Days after receipt of the FORUM case file notifying the Panelist of the dispute. If the Decision cannot be rendered within twenty (20) Calendar Days of written notification of the dispute, the Panelist may reasonably extend the time period in order to obtain additional information required to resolve the dispute.

#### **RULE 17. EXTENSIONS OF TIME**

The Parties may modify any period of time established by these Rules by mutual agreement, with the exception of the time required to issue a Decision. Further, FORUM may for good cause extend time periods after the initial Filing of the Claim, except for the time required for issuing a Decision, and FORUM shall notify the parties, in writing, of any such extension.

A request for an extension must be Filed with FORUM at least three (3) Calendar Days before the time period ends. The extension requested may not exceed seven (7) Calendar Days. A request Filed after the time period has ended will not be considered unless extraordinary circumstances exist which must be asserted in the request.

#### **RULE 18. SCOPE OF DECISION; JURISDICTION OF THE PANELIST**

The Panelist shall determine with finality the merits of the controversy in a binding Decision. The remedy will be limited to the remedies as defined in NameBlock DRP.

The Decision shall be governed by applicable laws, and principles of fairness and equity. The panelist has jurisdiction to consider only Claims regarding the application and potential unblocking of a disputed Blocked Domain Name subject to the applicable requirements for the respective NameBlock Services (<https://nameblock.com>).

The panelist has no jurisdiction to consider any other Claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any Claim which is not subject to administrative hearings under applicable law.

The Panelist may request the Parties, through FORUM, to supply any additional facts or materials that, in the opinion of the panelist, will be helpful in determining the case. Documents submitted in response to a Panelist's request shall be Filed no later than five (5) Calendar Days after the date of the request.

#### **RULE 19. SUBMISSION OF SUPPORTING DOCUMENTS**

In order to obtain a prompt resolution of a dispute, it is essential that all documents be submitted to FORUM within the time periods prescribed herein. Under no circumstances will a late Submission be accepted if received by FORUM more than five (5) Calendar Days after the deadline.

#### **RULE 20. DEFAULT**

If a Party does not comply with the time periods established by these Rules, the Panel shall proceed to make a decision based on the information provided in accordance with these Rules. Similarly, non-compliance with these Rules or any Panel request will grant the Panel the right to draw any inferences from such actions or inaction as it finds appropriate.

#### **RULE 21. DELIVERY OF DECISION TO PARTIES**

Upon receipt of the Panelist's Decision, FORUM shall forward a copy of the Decision to the Parties and NameBlock.

If either of the Parties shows by good cause that they are unable to use email, Parties shall accept as legal delivery of all documents, including the Decision, the placing of such documents or Decision or a true copy thereof in the mail by FORUM, addressed to such Party at its last

known address or to the duly designated agent of each Party, or personal service of the Decision, or the Filing of the Decision in any manner which may be prescribed by law.

#### **RULE 22. SATISFACTION OF DECISION OR ORDER OF THE ARBITRATOR**

Unless otherwise stipulated by the Panelist and subject to the provisions of Rules 23 and 24, the standard performance period resulting from an Award contained in a Decision or Order of the Panelist shall be no earlier than ten (10) days from the date of the final Decision to allow for a party to file for relief in a court of competent jurisdiction.

#### **RULE 23. WITHDRAWAL AND SETTLEMENT OF CLAIM**

The Parties may settle the Claim by mutual agreement at any time prior to the issuance of a Decision. In the event of such a settlement, the Complainant shall File a written Notice of Settlement, signed by all Parties, with FORUM.

A Complainant may withdraw a Claim after it has been Filed with FORUM and before the Respondent is notified of the proceedings by Filing a Notice of Withdrawal with FORUM. A Complainant may withdraw a Claim before the Respondent Files a response with FORUM by notifying all Parties in writing and filing a Notice of Withdrawal with FORUM. In such instances, a partial refund of the Filing Fee shall be granted at the discretion of FORUM.

After FORUM has received Submissions from both Parties, the Complainant may not withdraw a Claim without the permission of FORUM or of a panelist if a Panelist has been appointed. Any partial refund of the Filing Fee for cases that are dismissed after FORUM has received Submissions from both Parties is at the discretion of FORUM. The Parties may File a request with FORUM for a partial refund of a Filing Fee within ten (10) Calendar Days of the date of Notice of the Dismissal provided by FORUM to the Parties.

#### **RULE 24. CORRECTION OF AWARDS OR ORDERS**

FORUM may correct clerical or administrative mistakes or errors in the administration of cases or in the issuance of an Order or Decision, as well as if an Award or Order contains evident material mistakes. This correction may be made at the request of a Party or on the initiative of FORUM or the Panelist. No fee is required for such a request.

#### **RULE 25. INTERPRETATION AND APPLICATION OF RULES**

The Panelist shall interpret and apply the Rules insofar as they relate to the powers and duties of the panelist. FORUM shall stay the proceedings if a court of competent jurisdiction has issued an order staying the proceedings. In the event a court of competent jurisdiction finds any portion of these Rules to be in violation of the law or otherwise unenforceable, that portion shall not be effective, and the remainder of the Rules shall remain effective.

#### **RULE 26. DISQUALIFICATION OF NEUTRAL PANELIST**

A Party may disqualify a Panelist if circumstances exist that create a conflict of interest or cause the panelist to be unfair or biased, including but not limited to the following:

- 1) The Panelist has a personal bias or prejudice concerning a Party, or personal knowledge of disputed evidentiary facts;
- 2) The Panelist has served as an attorney to any Party, the Panelist has been associated with an attorney who has represented a Party during that association, or the Panelist or an associated attorney is a material witness concerning the matter before the Panelist;
- 3) The Panelist, individually or as a fiduciary, or the Panelists' spouse or minor child residing in the Panelists' household, has a direct financial interest in a matter before the Panelist;
- 4) The Panelist or the Panelists' spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
  - is a Party to the proceeding, or an officer, director or trustee of a Party; or
  - is acting as a lawyer or representative in the proceeding.

A Panelist shall disclose to FORUM the circumstances that create a conflict of interest or cause a panelist to be unfair or biased. FORUM shall disqualify a Panelist or shall inform the Parties of information disclosed by the Panelist if the panelist is not disqualified.

A Party may request the disqualification of a Panelist by Filing with FORUM, and providing Notice to the other Party, a written request stating the circumstances and specific reasons for the disqualification.

A request to disqualify a Panelist must be Filed with FORUM within ten (10) Calendar Days after the date of the Notice of Panelist Appointment.

FORUM shall promptly review the request and shall disqualify the Panelist if there exist circumstances requiring disqualification in accord with this Rule or other circumstances creating bias or the appearance of bias. If a Panelist is disqualified or becomes unable to participate before the issuance of a Decision, FORUM shall select a new Panelist.

## **RULE 27. LEGAL PROCEEDINGS**

By participating in a proceeding under these Rules, all Parties agree to the provisions below:

- 1) Panelists, FORUM, and any individual or entity associated with FORUM (the "FORUM Parties") are immune from liability and shall not be liable to any Party for any act or omission in connection with any dispute conducted under these Rules.
- 2) No Party, before or during any dispute eligible for submission under these Rules, shall commence or pursue any lawsuit, administrative proceeding, or other action against any of the FORUM Parties, NameBlock or any of their contracted parties, relating to any of the matters subject to a dispute under these Rules. Any Party commencing or pursuing such a proceeding agrees to pay and indemnify all FORUM Parties and NameBlock for all expenses and costs incurred, including attorney fees, as permitted by applicable law.

- 3) No panelist or any individual associated with FORUM shall be a witness in any legal proceeding arising out any dispute initiated or conducted under these Rules.

The Parties to any dispute administered by FORUM and FORUM agree that any claim or dispute of any nature against FORUM or any agent, officer, employee, or affiliate of FORUM or any Panelist brought even in light of the prohibitions contained in this section shall be resolved by final, binding arbitration conducted by a panel of three (3) Arbitrators. The Party or Parties shall select one (1) Arbitrator; FORUM shall select a second Arbitrator; and these two (2) Arbitrators shall select a third Arbitrator who is neutral and independent and who shall be the chair of the panel. The Arbitrators shall conduct the arbitration pursuant to FORUM Code of Procedure for Resolving Business Disputes in effect at the time the arbitration is brought. The chair shall have the powers of FORUM and perform the responsibilities of the Director. All fees payable under the Fee Schedule shall be assessed by the chair and paid to the panel of Arbitrators. Neither FORUM, nor its Director, nor any employee or agent of FORUM shall administer the arbitration.