

## **AAA Domain Name Disputes Supplementary RULES**

These Rules are a supplement to the Rules for Uniform Domain Name Dispute Resolution Policy (the Rules) adopted by the United States Department of Commerce (DoC), as if fully set forth herein.

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### **1. Definitions**

In these Supplementary Rules:

**AAA** refers to the American Arbitration Association which is a DoC approved Provider. Information on AAAs dispute resolution services is available on our web site.

**POLICY** means the usTLD Dispute Resolution Policy, which can be found at [www.neustar.us](http://www.neustar.us) is incorporated by reference and made part of the Registration Agreement.

**PROVIDER** means a dispute-resolution service provider approved by DoC.

**PARTY** means Complainant or Respondent.

**COMPLAINANT** means the party initiating a complaint concerning a domain name registration.

RESPONDENT means the holder of a domain name registration against which a complaint is initiated.

REGISTRAR means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

PANEL means an administrative panel appointed by the AAA to decide a complaint concerning a domain name registration.

PANELIST means an individual appointed by the AAA to be a member of a Panel.

## 2. Communications

Any written communication required under these Rules for the submission or continuation of an administrative proceeding shall be made by the means specified by the Complaint or the Respondent respectively, or in the absence of such specification:

- a. By facsimile with a confirmation of transmission; or
- b. By postal or courier service, postage pre-paid and return receipt requested; and/or
- c. Electronically via the Internet, provided a record of its transmission is available.

## 3. The Complaint

- a. Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy, the Rules and these Supplementary Rules to the AAA or any Provider approved by DoC.
- b. The complaint shall be submitted in hard copy (with annexes) and in electronic form (without annexes).
- c. The complaint shall conform to the requirements of Section 3. (c) of the Rules, along with the appropriate nonrefundable AAA fees (see Section 13, Fee Schedule).

## 4. Notification of Complaint

- a. The AAA shall review the complaint for compliance with the Policy and the Rules. If the complaint is found to be in compliance, the AAA shall notify the Respondent, in the manner prescribed in Section 2. of these Supplementary Rules. For the purpose of notifying the Complainant the AAA shall not be required to use any contact details other than those available in the Whois database for the domain name(s) in dispute.
- b. If the AAA finds the complaint to be deficient, it shall promptly notify the Complainant of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days to correct any such deficiencies, after which the administrative process will be deemed withdrawn without prejudice to the submission of a different complaint from Complainant.

c. The date of commencement of the administrative proceeding shall be the date on which the AAA completes its responsibilities under Section 4. (a) of these Supplementary Rules, in connection with forwarding the Complaint to the Respondent.

## 5. The Response

a. The Respondent shall have twenty (20) calendar days from the commencement of the administrative proceeding to submit a response to the AAA.

b. The response shall be submitted in hard copy (with annexes) and in electronic form (without annexes).

c. The response shall comply with Section 5. (c) of the Rules.

## 6. Number of Copies

If the matter is to be decided by one Panelist the Parties shall submit three (3) copies of all materials. If the Panel is to consist of three (3) members the Parties shall submit five (5) copies of all materials.

## 7. Appointment of the Panel

a. The AAA shall maintain and publish a publicly available list of Panelists including their qualifications.

b. If Complainant has elected to have the dispute decided by a single-member panel and Respondent elects to have a three-member panel, Respondent shall be required to pay one-half of the applicable fees. In the event the required payment is not included with the response the dispute shall be decided by a single-member panel.

c. If the dispute is to be decided by a single-member panel, the AAA shall submit a list of five (5) Panelists to the Parties from its published panel.

Each Party shall have five (5) calendar days to rank the Panelists in order of preference and notify the AAA of its choices. If the dispute is to be decided by a three-member panel the AAA will provide the Parties with a list of ten (10) Panelists from its published panel. The Parties will have five (5) calendar days to rank the Panelists and notify the AAA of its choices.

If the initial request is for a single-member Panel and is subsequently increased to three the AAA will supplement the original five (5) panel list with an additional list of five (5) members selected from its published panel.

d. Once the entire panel is appointed the AAA 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 AAA.

## 8. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the AAA any circumstance giving rise to justifiable doubt to the Panelists 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 AAA. In such event, the AAA shall have the discretion to appoint a substitute Panelist. The AAAs decision in this regard shall be conclusive.

#### 9. Communication with the Panel

No Party or anyone acting on its behalf may have unilateral communication with the Panel.

#### 10. 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 hearing is necessary for deciding the complaint.

#### 11. Panel Decisions

Panel decisions shall comply with Section 15. of the Rules, and shall be forwarded to the AAA by the panel within 14 days of its appointment. The decision shall be in writing, provide the reasons on which is based, indicate the date on which it was rendered and identify the name(s) of the Panelists.

#### 12. Communication of Decision to Parties

The AAA shall communicate the decision to each Party, the concerned Registrar (s) and DoC as provided for in Section 16. of the Rules.

#### 13. Fee Schedule

Number of Domain Names Single Panelist

1 to 3	\$2,000 (Panelist: \$1000; AAA: \$1000)
4 to 6	\$2,500 (Panelist: \$1500; AAA: \$1000)
7 or more	Panelist fee to be decided; \$1000 to AAA

Number of Domain Names Three-Member Panel

1 to 3	\$4,500 (Chair \$1500, Panelist: \$1000; AAA: \$1000)
4 to 6	\$6,000 (Chair \$2000, Panelist: \$1250; AAA: \$1500)
7 or more	Panelist fee to be decided; \$1500 to AAA