

CIRA POLICIES, RULES, AND PROCEDURES

CIRA Domain Name Dispute Resolution Rules Version 1.3

Proceedings for the resolution of disputes under the CIRA Domain Name Dispute Resolution Policy (the “**Policy**”, currently available at http://www.cira.ca/en/cat_dpr_rules.html) shall be governed by these CIRA Dispute Resolution Rules (the “**Resolution Rules**”), as amended and posted from time to time by CIRA on its website.

PARAGRAPH 1 - INTERPRETATION

1.1 Definitions. In the Resolution Rules all terms defined in the Policy shall have the same meanings as in the Policy, and:

- (a) “**Administrator**” means, with respect to a Proceeding, the case administrator appointed by the Provider to be responsible for all administrative matters relating to the Proceeding;
- (b) “**Business Day**” means any day other than a Saturday, a Sunday or a day on which the Provider for that Proceeding is not open for business in accordance with information posted on its website;
- (c) “**Date of Commencement of a Proceeding**” means the date on which the Provider gives the Parties notice of the Proceeding pursuant to paragraph 4.4;
- (d) “**Fee**” means the fee payable by the Complainant to the Provider to initiate a Proceeding;
- (e) “**Panellist**” means a member of a Panel;
- (f) “**Party**” means a Complainant or a Registrant;
- (g) “**Registration Information**” means the information of record regarding a Registration in the Registry’s WHOIS database;
- (h) “**Response**” means the materials filed by or on behalf of the Registrant in answer to a Complaint;
- (i) “**Schedule**” means documentary or other evidence, including without limitation a copy of any trade-mark registration, articles of incorporation or trade name registration, upon which a Party relies annexed to a Complaint, a Response or a written request, as the case may be; and

- (j) “**Tariff**” means, with respect to a Proceeding, the tariff of fees of the Provider in respect of the Proceeding for dispute resolution services pursuant to the Policy and the Resolution Rules as posted on the Provider’s website on the date the Complainant submits the Complaint in the Proceeding.

1.2 Amendments. CIRA reserves the right to amend the Resolution Rules at any time. Any amended Resolution Rules will become effective thirty (30) calendar days after the amended Resolution Rules are posted at CIRA’s website. The version of the Resolution Rules in effect at the time a Proceeding is initiated will apply to that Proceeding. The Resolution Rules may not be amended or waived in a Proceeding without the express of prior written approval of CIRA.

1.3 Time. Unless otherwise expressly provided in the Resolution Rules or by a Panel, the time limits set out in the Resolution Rules or in an order of the Panel are mandatory. In the computation of time under the Resolution Rules, except where otherwise expressly provided:

- (a) where there is a reference to a number of days between two (2) acts, they will be counted by excluding the day on which the first act occurs and by including the day on which the second act occurs or is scheduled to occur;
- (b) where there is a reference to a period of less than seven (7) days, days which are not Business Days will not be counted;
- (c) where the time for doing an act expires on a day which is not a Business Day, the act may be done on the next Business Day;
- (d) where there is a reference to a time of day for an act, the time referred to will be taken as the local time in the office of the principal place of business in Canada of the Provider for that Proceeding, as posted on the Provider’s website;
- (e) the transmission or receipt of a communication occurring after 4:00 p.m. (16:00 hrs) on a Business Day, or at any time on a day which is not a Business Day, will be deemed to occur on the next Business Day; and
- (f) except as otherwise provided in the Resolution Rules, all time periods computed to begin when a communication is received will be computed with reference to the earliest date that the communication is deemed to have been received in accordance with paragraphs 1.3 (e) and 2.6.

1.4 Extension of Time. A Panel may by order extend any time, including the time for sending a document or taking any other action, prescribed by the Resolution Rules or an order of the Panel, on such terms as are just, on a written request made by a Party before or after the time prescribed or at the election of the Panel. If a Panel extends any time period, it shall promptly give notice to the Parties and the Provider.

1.5 Writing. Unless otherwise expressly provided in the Resolution Rules or by order of a Panel, any requirement in the Resolution Rules for a writing will be deemed to be satisfied by an email sent to the email address(es) of the person(s) to whom the writing must be sent, provided that a record of transmission, which includes the contents of the email and the date of transmission is verifiable.

1.6 References. Any reference to a paragraph is a reference to a paragraph of the Resolution Rules unless the reference expressly references a paragraph of the Policy.

1.7 No Supplemental Rules. No Provider shall have any supplemental rules or procedures. However, a Provider may require a Party to submit documents under cover of forms specified by the Provider and posted on its website, and may, in forwarding a Complaint or a Response to a Party, provide to the Party instructions, which must also be posted on the Provider's website, regarding the conduct of the Proceeding provided that the instructions are not inconsistent with the Policy and the Resolution Rules.

PARAGRAPH 2 - COMMUNICATIONS

2.1 Notice. When sending a Complaint to the Registrant, the Provider shall communicate in both English and French and shall use whatever reasonably available means are likely to give actual notice to the Registrant. Notice will be deemed to be given by the Provider if the Complaint, including Schedules, is:

- (a) transmitted by facsimile or delivered by prepaid postal or courier service, return receipt requested, to all facsimile and postal mail addresses of the Registrant and the administrative contact of record in the Registration Information for each Registration in issue; or
- (b) transmitted electronically via the Internet, in the case of Schedules to the extent possible, provided that a record, which includes the contents of the email and the date of transmission, is verifiable, to:
 - (i) the e-mail addresses for the administrative contact of record in the Registrant Information for each Registration and email address for the Registrar in respect of each Registration;
 - (ii) "postmaster@<the contested domain name>"; and
 - (iii) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page which the Provider reasonably concludes is maintained by a Registrar or an Internet service provider for parking domain names registered by multiple domain name registrants), any e-mail address, shown or e-mail link, on that web page; and

sent in any form to any address which the Registrant has given notice to the Provider as one it prefers and, to the extent practical, to all other addresses of the Registrant provided

to the Provider by the Complainant pursuant to paragraph 3.2 (d). The Provider shall notify the Registrar in respect of each Registration of the commencement of the complaint.

2.2 Communication to Parties. Except as provided in paragraph 2.1, any written communication which is required to be sent to a Party pursuant to the Resolution Rules will be sent:

- (a) in the case of a communication to the Complainant, to the individual and by the preferred means specified by the Complainant pursuant to paragraph 3.2(b); and
- (b) in the case of a communication to the Registrant, to the individual and by the preferred means specified by the Registrant pursuant to paragraph 5.2(b);

and in each such case:

- (c) by facsimile transmission, with a confirmation of transmission;
- (d) by prepaid postal or courier service delivery, return receipt requested; or
- (e) by electronic transmission via the Internet, provided a record of transmission, which includes the contents of the email and the date of transmission, is verifiable.

2.3 Communication to Provider or Panel. No Party or anyone acting on its behalf may have any unilateral communication concerning the Proceeding with any Panellist. All communications between a Party and the Panel will be sent at the same time to the other Party and the Provider. Every communication to the Provider or the Panel shall be sent by the means and in the manner, including the number of copies, provided in the Resolution Rules or as posted on the Provider's website and under cover of the relevant form of the Provider as posted on the Provider's website.

2.4 Language. All communications will be made in the language prescribed in paragraphs 2.1 and 10. Email communications should, if practicable, be sent in plaintext.

2.5 Change of Address. Either Party may update its address(es) for communications by giving written notice to the Provider, the Panel and, in the case of the Registrant, the Registrar in respect of each Registration.

2.6 Deemed Receipt. Except as otherwise provided in the Resolution Rules, or decided by a Panel, every communication provided for under the Resolution Rules or a decision of a Panel will be deemed to have been received by the person to whom the communication is sent:

- (a) if transmitted by facsimile, on the date shown on the confirmation of transmission;
- (b) if delivered by postal or courier service, on the date marked on the receipt; or

- (c) if transmitted electronically via the Internet, on the date that the communication was transmitted, provided that a record of transmission, which includes the contents of the email and the date of transmission, is verifiable.

Where the communication is sent by more than one means, the earliest date on which the communication is deemed to be received will be deemed to be the date of receipt.

2.7 Copies. A copy of every communication concerning the Proceeding sent by a Panel to any Party will be sent at the same time to the Provider and the other Party.

2.8 Records. It will be the responsibility of the person who sends a communication to retain a record of the facts, circumstances and time of sending and, where relevant, receipt. The record will be available for inspection by affected persons and for reporting purposes.

2.9 Non-delivery. In the event that a Party sending a communication receives notification of non-delivery of the communication, the Party will promptly give notice to the Panel or, if no Panel is yet appointed, the Provider, of the circumstances of the notification of non-delivery. Any further activity concerning the communication and any answer thereto shall be as directed by the Panel or the Provider.

2.10 No Address for Registrant. If no Response is submitted or the Response fails to designate a preferred method of communication as required pursuant to paragraph 5.2(b), all communications to the Registrant will be sent to the Registrant at:

- (a) the email address the Registrant provided in the Response, if any;
- (b) if no e-mail address is provided in the Response, if any, the facsimile address the Registrant provided in the Response;
- (c) if no facsimile address is provided in the Response or no Response is submitted, the e-mail address of the Registrant's administrative contact in the Registration Information on the date the Complaint was submitted to the Provider;
- (d) if there is no e-mail address for the Registrant's administrative contact in the Registration Information, the facsimile address of the Registrant's administrative contact in the Registration Information on the date the Complaint was submitted to the Provider;
- (e) if there is no facsimile address for the Registrant's administrative contact in the Registration Information, the postal address for the Registrant in the Registration Information on the date the Complaint was submitted to the Provider; or
- (f) if none of these addresses is provided, the email address, the facsimile address and the postal address, if any, provided for the Registrant in the Complaint.

PARAGRAPH 3 - THE COMPLAINT

3.1 Submission of Complaint. A Complainant shall initiate a Proceeding by submitting a Complaint to a Provider in accordance with the Policy and the Resolution Rules. Due to capacity constraints or for other reasons, a Provider's ability to accept Complaints may be suspended at times, in which case the Provider shall refuse the submission by notice in writing to the Complainant. The Complainant may submit the Complaint to another Provider or, at a later date, to the same Provider.

3.2 Form of Complaint. The Complaint shall: (A) be submitted in English or French; (B) be submitted in hard copy and, except to the extent not available for Schedules, in electronic form; (C) be accompanied by the Complainant Fee; and (D):

- (a) provide the name, postal and e-mail addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorized to act for the Complainant in the Proceeding;
- (b) specify a preferred method for communication directed to the Complainant in the Proceeding, including the individual to be contacted, medium, and address information, for each of:
 - (i) electronic-only material; and
 - (ii) material which includes hard copy;
- (c) nominate to serve as Panellists up to five (5) candidates from the Provider's list of available candidates on the Provider's website who can function in the language(s) of the Complaint and provide their names and contact details;
- (d) provide all Registration Information known to the Complainant (including the name of the Registrant and all postal and e-mail addresses and telephone and facsimile numbers where available) for contacting the Registrant or any representative of the Registrant, including contact information based on pre-Complaint dealings, in sufficient detail to allow the Provider to send the Complaint to the Registrant pursuant to paragraph 2.1;
- (e) specify every Registration that is the subject of the Complaint;
- (f) specify the basis on which the Complainant satisfies CIRA's Canadian Presence Requirements for Registrants in respect of the domain name to which each Registration that is the subject of the Proceedings relates;
- (g) identify the Registrar of record in respect of each Registration at the time the Complaint is submitted;
- (h) specify the Marks on which the Complaint is based and, for each Mark, describe the goods, services, business or non-commercial activity, if any, with which the Mark

has been or is used by the Complainant, or a predecessor in title, or a licensor or a licensee thereof;

- (i) in accordance with the Policy, but without exceeding five thousand (5000) words for the first domain and up to a thousand (1000) additional words for each additional domain in dispute, plus any Schedules, describe the particulars of the basis for the Complaint, including in particular:
 - (1) why the Registrant's dot-ca domain name should be considered as Confusingly Similar to a Mark in which the Complainant had Rights prior to the date of registration of the domain name and continues to have such Rights;
 - (2) why the Registrant should be considered as having no legitimate interest in the domain name as described in paragraph 3.6 of the Policy; and
 - (3) why the Registrant should be considered as having registered the domain name in bad faith as described in paragraph 3.7 of the Policy.

The description should discuss any aspects of paragraphs 3.6 and 3.7 of the Policy that may be applicable to the Proceeding;

- (j) specify, in accordance with the Policy, the remedy(s) sought;
- (k) provide a summary of, and references to, the relevant Canadian law, and if desired, indicate a preference for the application of the laws of a particular Canadian province or a territory;
- (l) provide a summary of, and references to, prior decisions in CIRA Proceedings or the dispute resolution proceedings which apply to domain names registered under any other top level domain which the Complainant considers persuasive;
- (m) request that the Complaint be submitted for decision in accordance with the Policy and the Resolution Rules;
- (n) have any Schedules, together with an index thereto, annexed; and
- (o) conclude with the certification of the Complainant in the form set out in Appendix A, followed by the signature of the Complainant or its authorized representative.

3.3 Copies. The Complainant shall submit to the Provider five (5) hard copies and, if requested by the Provider, additional hard copies of the Complaint under cover of the Provider's Complaint Transmittal Coversheet posted on the Provider's website.

3.4 Multiple Registrations. A Complaint may relate to more than one Registration provided that the Registration Information for all such Registrations indicates the same Registrant for all the Registrations. For greater certainty, a Proceeding may be between only one Complainant and one Registrant regardless of the number of such Registrations.

PARAGRAPH 4 - NOTICE OF COMPLAINT

4.1 Provider Review. Within three (3) days of the receipt by the Provider of both the electronic version and five (5) copies of the hard copy version of the Complaint and the Fee, the Provider shall review the Complaint for administrative compliance with the Policy and the Resolution Rules.

4.2 Deficient Complaint. If the Provider is not satisfied that:

- (a) the Complaint is in administrative compliance with the Policy and the Resolution Rules; or
- (b) the Complainant is eligible to commence the Proceeding in accordance with paragraphs 1.4 or 4.6 of the Policy;

within ten (10) days following the latest receipt of both the electronic and all copies of the hard copy versions of the Complaint and the Fee, the Provider shall give notice to the Complainant of the nature of all instances of non-compliance or ineligibility. The Complainant shall have ten (10) days within which to correct all such instances of non-compliance to the satisfaction of the Provider and to satisfy the Provider of the Complainant's eligibility, failing which the Proceeding shall be deemed to be withdrawn without prejudice to submission of a different Complaint by the Complainant.

4.3 Notice to the Registrant. As soon as the Provider is satisfied that the Complaint is in administrative compliance with the Policy and the Resolution Rules and that the Complainant appears to be eligible to commence the Proceeding in accordance with paragraphs 1.4 or 4.6 of the Policy, the Provider shall promptly send the Complaint to the Registrant, in the manner prescribed by paragraph 2.1. The Provider shall be entitled to obtain contact information for the Registrant from the Registry, whether or not the information is available in WHOIS, for the purpose of carrying out the activities of a Provider in accordance with the Policy and these Resolution Rules.

4.4 Notice of Commencement of Proceeding. Upon the actual or deemed receipt of the Complaint by the Registrant pursuant to paragraph 2.6, the Provider shall immediately give notice to the Parties, the relevant Registrar(s) and CIRA of the commencement of the Proceeding and advise the Parties of the name and contact details of the Administrator.

4.5 Administrator. The Administrator may provide administrative assistance to the Panel or a Panellist, but shall have no authority to decide matters of a substantive nature in the Proceeding.

PARAGRAPH 5 - THE RESPONSE

5.1 Response. Within twenty (20) days of the Date of Commencement of the Proceeding, the Registrant shall respond to the Complaint by filing with the Provider a Response in accordance with the Policy and the Resolution Rules.

5.2 Form of Response. The Response will: (A) be submitted in English or French; (B) be submitted in hard copy and, except to the extent not available for Schedules, in electronic form; and (C):

- (a) provide the name, postal and e-mail addresses, and the telephone and facsimile numbers of the Registrant and of any representative authorized to act for the Registrant in the Proceeding;
- (b) specify a preferred method for communication directed to the Registrant in the Proceeding, including the individual to be contacted, medium, and address information, for each of:
 - (i) electronic-only material; and
 - (ii) material which includes hard copy;
- (c) nominate to serve as panellists up to five (5) candidates from the Provider's list of available candidates on the Provider's website, and provide their names and contact details, provided that:
 - (i) if the Complainant and the Registrant file pleadings in the same language in the Proceeding, the Registrant shall nominate candidates who can function in that language; or
 - (ii) if the Complainant and the Registrant file pleadings in different languages in the Proceeding, or one of them files pleadings in both languages, the Registrant shall nominate candidates who can function bilingually;
- (d) respond, in accordance with the Policy, but without exceeding five thousand (5000) words for the first domain and up to one thousand (1000) additional words for each additional domain in dispute plus any Schedules, specifically to the evidence and the arguments in the Complaint and include reference to any and all bases for the Registrant to maintain the Registration of each domain name in issue, including in particular why the Registrant should be considered as having a legitimate interest in the domain name as described in paragraph 3.6 of the Policy;
- (e) provide a summary of, and references to, the relevant Canadian law, and, if desired, indicate a preference for the application of the laws of a particular Canadian province or territory;
- (f) provide a summary of, and references to, prior decisions in CIRA Proceedings or the dispute resolution proceedings which apply to domain names registered under any other top level domain, which the Registrant considers persuasive;
- (g) at the option of the Registrant, state, but without exceeding one thousand (1000) words plus any Schedules, a claim pursuant to paragraph 4.6 of the Policy for costs of up to five thousand dollars (\$5000) incurred by the Registrant in preparing for,

and filing material in, the Proceeding and provide particulars of the basis for the claim and receipts or other evidence of the costs;

- (h) have any Schedules, together with an index thereto, annexed; and
- (i) conclude with the certification of the Registrant in the form set out in Appendix B, followed by the signature of the Registrant or its authorized representative.

5.3 Copies. The Registrant shall submit to the Provider five (5) hard copies and, if requested by the Provider, additional hard copies of the Response under cover of the Provider's Response Transmittal Coversheet posted on the Provider's website.

5.4 Extension of Time. At the written request of the Registrant and made before the Response is due to be submitted the Provider may, in exceptional cases, extend the period of time for the filing of the Response for a period not to exceed twenty (20) days. The period may also be extended by consent in writing by the Parties, provided that the consent is approved by the Provider. The Provider may exercise its discretion in determining whether there are such exceptional circumstances which warrant an extension and if so, the length of the extension.

5.5 Provider Review. Within three (3) days of the receipt by the Provider of both the electronic version and five (5) copies of the hard copy version of the Response, the Provider shall review the Response for administrative compliance with the Policy and the Resolution Rules.

5.6 Deficient Response. If the Provider is not satisfied that:

- (a) all required copies of the Response have been received by the Provider within the time limits; or
- (b) the Response is otherwise in administrative compliance with the Policy and the Resolution Rules;

within ten (10) days following the deadline for receipt of both the electronic and all copies of the hard copy versions of the Response, the Provider shall give notice to the Registrant and the Complainant of the nature of all instances of non-compliance. The Registrant shall have ten (10) days within which to correct all such instances of non-compliance to the satisfaction of the Provider, failing which the Panel shall decide the Proceeding on the basis of the Complaint.

5.7 Notice to the Complainant. As soon as the Provider is satisfied that the Response is in administrative compliance with the Policy and the Resolution Rules, the Provider shall promptly send the Response to the Complainant.

5.8 No Response. If a Registrant does not submit a Response within the period for submission of a Response or any period extended pursuant to paragraph 5.4 or 5.6, the Panel

shall decide the Proceeding on the basis of the Complaint unless the Proceeding is terminated by the Complainant pursuant to paragraph 8.1.

PARAGRAPH 6 - APPOINTMENT OF PANEL

6.1 Qualified Individuals. Each Provider shall maintain and post on its website a list of qualified and available candidates who may serve as Panellists and, for each, his or her qualifications, including his or her ability to function in English, French or both languages.

6.2 Bilingual Proceedings. Every Panellist in a Proceeding must be able to function effectively in the language of the pleadings and if the pleadings are in more than one language, in both languages.

6.3 Renomination of Panellists. If the Parties file pleadings in different languages, before the Provider appoints any Panellists, the Provider shall provide notice to the Complainant that the Complainant is entitled, within five (5) days after the notice is given, to nominate to serve as Panellists five (5) candidates from the Provider's list of available candidates on the Provider's website who can function in both languages.

6.4 Selection of Panel. Except as provided in 6.5, within five (5) days after receipt of the Response by the Provider or if the Provider gives notice to the Complainant under paragraph 6.3, within five (5) days after receipt of the notice by the Complainant, the Provider shall appoint:

- (a) three (3) Panellists nominated by both Parties;
- (b) if the same three (3) Panellists are not nominated by both Parties or are not available, two (2) Panellists nominated by both Parties and one Panellist selected by the Provider;
- (c) if the same two (2) Panellists are not nominated by both Parties or are not available, one Panellist nominated by each Party and one Panellist selected by the Provider; or
- (d) if no Panellist nominated by both parties is available, three (3) Panellists selected by the Provider.

6.5 No Response. In the event that no Response was submitted as required by paragraph 5.1 after the time for submission of the Response has expired, the Provider shall give notice to the Complainant that no Response was submitted and that the Complainant may convert the three (3) member Panel to a single member Panel. Within five (5) days after receipt of such notice, the Complainant may give notice to the Provider to convert the three (3) member Panel to a single member Panel. If a single member Panel is requested, the Provider shall select from its list of candidates, a Panellist who is not on the list of candidates nominated by the Complainant.

6.6 No Conversion. If the Complainant fails to request conversion of the three (3) member Panel to a single member Panel pursuant to paragraph 6.5, the Provider shall select

from its list of candidates three (3) Panellists, no more than one of whom was nominated by the complainant.

6.7 Selection of Panellist by Provider. Unless otherwise provided in these Resolution Rules, all Panellists selected by a Provider will be selected at random from the list of candidates and in no case will a Provider select any Panellist nominated by either Party to the Proceeding.

6.8 Notification of Panel. Once all the Panellists are appointed, the Provider shall:

- (a) give notice to the Parties of the appointed Panellists and the date by which, absent exceptional circumstances, the Panel shall forward its decision in the Proceeding to the Provider; and
- (b) forward the file for the Proceeding to the Panel.

6.9 Chair. The Provider shall select a Chair from the three (3) member Panel. In so doing, the Provider shall favour any Panellist whom the Parties have agreed on in writing to chair the Panel or, failing that, a candidate nominated by both Parties, if any. The Chair shall be responsible for all communications with the Parties and the Provider, sign all decisions, coordinate and preside over the Proceeding, and forward to the Provider the decision in the Proceeding and any other decision of the Panel, including any concurring decision or any dissenting opinion pursuant to paragraph 12.4.

PARAGRAPH 7 - IMPARTIALITY AND INDEPENDENCE

7.1 Impartiality and Independence. Each Panellist shall be impartial and independent and shall, before accepting appointment, disclose to the Provider any circumstances giving rise to justifiable doubt as to the Panellist's impartiality or independence. If, at any time during the Proceeding, new circumstances arise or are revealed that could give rise to justifiable doubt as to the impartiality or independence of a Panellist, that Panellist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panellist.

7.2 Declaration. Prior to appointment as a Panellist in a Proceeding, a candidate shall be required to submit to the Provider a declaration of impartiality and independence.

7.3 Replacement. The Provider shall appoint a new Panellist to replace any Panellist who is unable to serve or incapable of serving for any reason as soon as possible.

PARAGRAPH 8 - TERMINATION

8.1 Termination of Proceeding. After the Complaint is submitted, the Proceeding may not be terminated except:

- (a) by the written consent of the Parties on notice by both Parties to the Provider;

- (b) if the Registrant has not responded as set out in paragraph 5.8 and once the Provider has given the Complainant notice pursuant to paragraph 6.5; and/or
- (c) if CIRA has received any of the communications or documents set out in paragraph 2.5 of the Policy and once CIRA has executed the instructions therein.

PARAGRAPH 9 - POWERS AND OBLIGATIONS OF THE PANEL

9.1 The Panel shall:

- (a) conduct the Proceeding in such manner as it considers appropriate in accordance with the Policy and the Resolution Rules;
- (b) ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case;
- (c) ensure that the Proceeding takes place in a timely fashion, although it may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by the Resolution Rules or by the Panel;
- (d) determine the admissibility, relevance, materiality and weight of the evidence; and
- (e) decide a written request by a Party in accordance with the Policy and the Resolution Rules.

PARAGRAPH 10 - LANGUAGE

10.1 Language. The Proceeding and all documents submitted in the Proceeding must be in English or French or a combination of the two languages. Unless otherwise agreed by the Parties and the Panel:

- (a) if the Complaint and the Response are in the same language, both Parties must use that language throughout the Proceeding; and
- (b) if the Complaint and the Response are in different languages, the Parties are free to use either language during the Proceeding.

PARAGRAPH 11 - PROCEDURAL MATTERS

11.1 Further Submissions. In addition to the Complaint and the Response, the Panel may request, in its sole discretion, further evidence or argument from either of the Parties. Unless the Panel makes such a request, neither Party shall have the right to submit additional evidence or argument except that if the Response contains a claim for costs under paragraph 4.6 of the Policy, the Complainant may respond to the claim in less than one thousand (1000) words within five (5) days after receipt of the Response.

Notwithstanding the foregoing, where the Registrant's identity is not published in the public WHOIS database, the Complainant shall have a right to make a further submission to the Panel, including adducing further evidence, with respect only to the issue of the Registrant's legitimate interest (or lack thereof) in a domain name.

11.2 Record. The Complaint, the Response and any additional evidence and argument submitted pursuant to paragraphs 11.1 shall constitute the complete record to be considered by the Panel in the Proceeding.

11.3 No Hearing. There shall be no in-person hearing, including any hearing 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 Proceeding.

11.4 Failure to Comply with Time Periods. After the Date of Commencement of a Proceeding, in the event that a Party, in the absence of exceptional circumstances, does not comply with any time period established by the Resolution Rules or the Panel, the Panel shall proceed to a decision on the Complaint.

11.5 Failure to Comply with Rules. If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, the Resolution Rules or any request from or order of the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

PARAGRAPH 12 - DECISION

12.1 Applicable Law. A Panel shall render a decision in a Proceeding on the basis of the evidence and argument submitted and in accordance with the Policy, the Resolution Rules and any rules and principles of the laws of Ontario, or, if the Registrant is domiciled in Quebec, the laws of Quebec, or, if a preference for the laws of another province or territory has been indicated by both parties, the laws of the other province or territory and, in any event, the laws of Canada applicable therein.

12.2 Timing. In the absence of exceptional circumstances, the Panel shall forward its decision in the Proceeding to the Provider within twenty-one (21) days, or in the case of a Proceeding conducted in two languages, within twenty-eight (28) days, of the appointment of the Panel.

12.3 Majority Decision. The Panel's decision shall be made by a majority. If the Panel concludes that the dispute is not within the scope of paragraph 3.1 of the Policy, it shall so state.

12.4 Dissenting Opinion. Any dissenting opinion shall accompany the majority decision.

12.5 Written Reasons. Every decision (majority and dissenting opinion) of the Panel shall be in writing, provide the reasons on which it is based, indicate the date on which it is rendered, and identify the name(s) of the Panellist(s). In a Proceeding conducted in two

languages, the decision, including any dissenting opinion, shall be rendered in both English and French. The Panel shall not be permitted to communicate the decision, any *corrigendum*, or any parts of the decision or *corrigendum* to anyone other than the Provider. The Panel shall be wholly responsible for the accuracy of the decision, the *corrigendum*, and any references therein. CIRA shall not make any amendments to the decision.

12.6 Bad Faith of Complainant. If the Panel finds that the Complaint was commenced for the purpose of attempting, unfairly and without colour of right, to cancel or obtain transfer of any Registration which is the subject of the Proceeding, the Panel shall so declare in its decision and support with reasons that the Complaint was brought for such purpose. If the Panel makes such a finding, the Panel shall order the Complainant to pay to the Provider in trust for the Registrant an amount of up to five thousand dollars (\$5000) to defray the costs incurred by the Registrant in preparing for, and filing material in, the Proceeding.

12.7 Communication of Decision or *Corrigendum*. Once the decision or *corrigendum* is rendered, the Provider shall notify only CIRA of the Panel's decision or, if applicable, the *corrigendum*, as soon as possible after it is rendered. The Provider shall, two Business Days after it has notified CIRA, notify the Complainant, the Registrant, the Registrant's Registrar of the decision or, if applicable, the *corrigendum*. The Provider shall also send a notification to CIRA that the Complainant, the Registrant, the Registrant's Registrar have been notified.

CIRA shall promptly after it has been notified by the Provider that each Party and the Registrant's Registrar for each Registration has been notified of the decision or, if applicable, the *corrigendum*, communicate to each Party, the Registrant's Registrar for each Registration, and the Provider the date for the implementation of the decision in accordance with the Policy. The decision or, if applicable, the *corrigendum* shall be communicated in accordance with sub-paragraph 12.7 of these Rules only.

12.8 Publication. CIRA shall publish each decision or, if applicable, the *corrigendum* in a Proceeding in full on CIRA's website, once it has received notice from the Provider that each Party and the Registrant's Registrar for each Registration have been notified of the decision or, if applicable, the *corrigendum*. The Provider shall publish the full decision or, if applicable, the *corrigendum*, on the Provider's website once it has notified CIRA that each Party and the Registrant's Registrar for each Registration have been notified of the decision or, if applicable, the *corrigendum*.

12.9 Amendment of Decision. Neither the Registrant nor the Complainant or any other third party shall be entitled to apply to or request the Panel to amend its decision or, if applicable, the *corrigendum*. The Panel may amend a decision to correct a clerical, grammatical or typographical error, an accidental error, slip, omission or similar mistake or an arithmetical error made in a computation, provided such amendment does not alter the outcome of the decision. Amendments shall be made by way of *corrigendum*. A *corrigendum* shall be made in the language(s) in which the original decision was rendered. A *corrigendum* shall conform with paragraphs 12.5, 12.7, and 12.8. A *corrigendum* may be

made up to ten (10) days before the implementation date of the decision and shall not affect the implementation date as set forth in paragraph 4.5 of the Policy.

PARAGRAPH 13 -COURT PROCEEDINGS

13.1 Notice of Other Proceeding. In the event that a Party initiates or becomes a party to any legal proceeding or other arbitration during the pendency of a Proceeding in respect of a domain name Registration dispute that is the subject of the Proceeding, it shall promptly give notice to the Panel and the Provider.

13.2 Stay or Termination. In the event that any legal proceeding or other arbitration is initiated prior to or during a Proceeding in respect of a domain name Registration dispute that is the subject of the Proceeding, the Panel or, if no Panel has been appointed, the Provider, shall have the discretion to decide whether to stay or terminate the Proceeding or to proceed to a decision.

PARAGRAPH 14 - FEES

14.1 Complainant Fee. The Complainant shall pay to the Provider the applicable fee for submission of the Complaint pursuant to the Tariff at the time of submitting the Complaint to the Provider.

14.2 Refund. In the event that the Complainant initially elected a three (3) member Panel but pursuant to paragraph 6.5 is later entitled to, and does elect a single member Panel, the Provider shall promptly refund to the Complainant the difference between the three (3) member Panel Fee and the single member Panel Fee.

14.3 Payment. Fees shall be paid by cheque, money order, or wire transfer in Canadian dollars payable to the Provider and sent to the relevant address for payment posted on the Provider's website. A successful costs award shall be paid by cheque, money order, or wire transfer in Canadian dollars payable to the Provider *in trust* for the Registrant and sent to the relevant address posted on the Provider's website. The Provider shall upon receipt of the costs award send the costs award to the Registrant.

14.4 No Refund. Except as otherwise expressly provided in the Resolution Rules or in the Tariff, all fees to be paid to the Provider in accordance with the Resolution Rules or the Tariff are non-refundable.

APPENDIX A

CERTIFICATION OF COMPLAINANT IN THE MATTER OF A COMPLAINT IN RESPECT OF DOMAIN NAME REGISTRATION(S): <LIST>

1. By initiating this Proceeding, the Complainant named below (the “Complainant”) agrees that it will be bound by the CIRA Domain Name Dispute Resolution Policy (the “Policy”) and the CIRA Domain Name Dispute Resolution Rules (the “Resolution Rules”) in respect of the Proceeding.

2. The Complaint certifies that it is eligible to initiate the Proceeding under the Policy and that it does not owe to any Provider in trust any amount pursuant to a finding in a prior Proceeding that the Complainant commenced such Proceeding for the purpose of attempting, unfairly and without colour of right, to cancel or obtain a transfer of the Registration which was the subject of that Proceeding.

3. 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 commenced for the purpose of attempting, unfairly and without colour of right, to cancel or obtain a transfer of the Registration which is the subject of the Proceeding, and that the assertions in this Complaint are warranted under the Policy and the Resolution Rules and under applicable Canadian law, as it now exists or as it may be extended by a good faith and reasonable argument.

4. The Complainant agrees that any claim or remedy which it may have concerning the domain name(s), the Registration(s), the dispute, the Proceeding or the dispute’s resolution shall be solely against the Registrant and agrees that in no event shall CIRA, the Registrant’s Registrar, the Provider or their respective directors, officers, members, agents, representatives or any Panellist be liable to the Complainant or any other person for any loss, damages or expense including, without limitation, any special, indirect, incidental, exemplary, punitive or consequential damages, or economic loss or damages resulting from loss of use, lost business revenue, lost profits or third party damages arising from or in any way connected with: (A) the application of the Policy or the Resolution Rules by any of them; (B) a decision rendered by a Panel in a Proceeding; (C) CIRA’s compliance with any order, ruling, decision or judgment made by a Panel in a Proceeding or by any court, tribunal, board, administrative body, commission or arbitrator; or (D) any action taken or not taken by CIRA, the Registrant’s Registrar, a Provider, or a Panel in consequence of the Resolution Rules or the Policy; provided that in no event is this limitation of liability intended to limit the liability of the Provider for the Provider’s gross negligence or willful misconduct or a member of the Panel for the member’s gross negligence or willful misconduct.

5. The Complainant will submit, with respect to any challenge to a decision in the Proceeding, to the jurisdiction of a superior court of a province or territory of Canada having jurisdiction over the Registrant pursuant to the rules of such court or, if no such court has jurisdiction pursuant to its rules, to the jurisdiction of the superior court of the

province or territory in Canada in the city in which the Provider has its principal place of business in Canada, as posted on the Provider's website, or the jurisdiction of the superior court in the City of Ottawa in the Province of Ontario.

6. The Complainant acknowledges and agrees that, if, pursuant to the Policy the Panel orders the Complainant to pay an amount to defray the costs incurred by the Registrant in preparing for, and filing material in, the Proceeding:

- (a) the Complainant shall pay such amount to the Provider in trust for the Registrant within thirty (30) days of the date the Provider receives notice of the decision, failing which the Complainant shall be ineligible to file another Complaint in respect of any Registration after such thirty (30) day period until such monies are paid in full to the Provider; and
- (b) such amount is a debt due from the Complainant to the Registrant payment of which may be enforced by the Registrant in a court of competent jurisdiction.

APPENDIX B

CERTIFICATE OF THE REGISTRANT IN THE MATTER OF A RESPONSE TO A COMPLAINT IN RESPECT OF DOMAIN NAME REGISTRATION(S): <LIST>

1. The Registrant certifies that the information contained in this Response is to the best of the Registrant's knowledge complete and accurate and that the assertions in this Response are warranted under the CIRA Domain Name Dispute Resolution Policy (the "Policy") and the CIRA Domain Name Dispute Resolution Rules (the "Resolution Rules") and under applicable Canadian law, as it now exists or as it may be extended by a good faith and reasonable argument.

2 The Registrant will submit, with respect to any challenge to a decision in the Proceeding to the jurisdiction of a superior court of a province or territory of Canada having jurisdiction over the Registrant pursuant to the rules of such court or, if no such court has jurisdiction pursuant to its rules, to the jurisdiction of the superior court of the province or territory in Canada in the city in which the Provider has its principal place of business in Canada, as posted on the Provider's website, or the jurisdiction of the superior court in the City of Ottawa in the Province of Ontario.