

.eu Alternative Dispute Resolution Rules
(the "ADR Rules")

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Alternative dispute resolution proceedings for the resolution of disputes under Article 11 of Commission Implementing Regulation (EU) 2020/857 of 17 June 2020 laying down the principles to be included in the contract between the European Commission and the .eu top-level domain Registry in accordance with Regulation (EU) 2019/517 of the European Parliament and of the Council, and Regulation (EU) 2019/517 of the European Parliament and the Council of 19 March 2019 on the implementation and functioning of the .eu Top Level Domain, shall be governed by these ADR Rules and the Supplemental ADR Rules of the Provider administering the ADR Proceeding, insofar as available and posted on its website. The interpretation and application of these ADR Rules shall be conducted in the light of the EU legal framework, which shall prevail in the event of conflict.

A GENERAL

1 Definitions

These ADR Rules are applicable to domain name disputes where the domain name has been registered under the .eu Top Level Domain or possible .eu variants in other scripts. Any reference to .eu in these ADR rules and the Procedural Rules is to .eu in Latin script and its variants in other scripts.

Within the scope of these ADR Rules:

Term	Definition
ADR	means "alternative dispute resolution".
ADR Proceeding	means a proceeding initiated in accordance with the Procedural Rules.
Complaint	means the document (including all annexes) prepared by the Complainant to initiate a cause of action under the ADR Proceeding.
Complainant	means the Party initiating a Complaint concerning a .eu domain name registration or requesting change of the language of the ADR Proceeding.

Term	Definition
Date of Commencement of an ADR Proceeding	means the date on which all the following conditions are fulfilled: (a) an administratively compliant Complaint has been properly filed with the Provider; and (b) the appropriate fee for the ADR Proceeding has been paid.
Domain Name Holder	means a legal or natural person who holds an activated registration of a .eu domain name.
European Union Regulations	refer to Regulation (EU) 2019/517 of the European Parliament and of the Council of 19 March 2019 on the implementation and functioning of the .eu top level domain name and amending and repealing Regulation (EC) No 733/2002 and repealing Commission Regulation (EC) No 874/2004 ^[1], Commission Implementing Regulation (EU) 2020/857 of 17 June 2020 laying down the principles to be included in the contract between the European Commission and the .eu top-level domain Registry in accordance with Regulation (EU) 2019/517 of the European Parliament and of the Council ^[2] and any further regulation(s) replacing, amending or supplementing such rules and principles.
Registry	means the entity entrusted by the European Commission with the organisation, administration and management of .eu as designated in accordance with the procedure established in Article 8 of Regulation (EU) 2019/517.

Term	Definition
Mutual Jurisdiction	means a court jurisdiction at the location of either: (a) the principal office of the Registrar (provided the Respondent has submitted in its Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the domain name, and provided that the court thus designated is located within the European Union); or (b) the Respondent's address as shown for the registration of the domain name in the Registry's WHOIS database at the time the Complaint is submitted to the Provider, or as received from the Registry by the Complainant if such information is not available in the Registry's WHOIS database; or (c) the principal office of the Registry in the case of ADR Proceedings against the Registry. ^[3]
Panel	means an ADR panel appointed by a Provider to decide upon a Complaint concerning a .eu domain name registration.
Panellist	means an individual appointed by a Provider to be a member of a Panel.
Party	means a Complainant or a Respondent; Parties means both the Complainant and the Respondent.
Procedural Rules	means these ADR Rules, the Provider's Supplemental ADR Rules and the European Union Regulations. In the event of conflict between any of these rules, the European Union Regulations take precedence.
Provider	means a dispute resolution service provider selected by the Registry.
Registrar	means an entity with which the Respondent has registered a domain name that is the subject of a Complaint.
Registration Agreement	means the agreement between a Registrar and a domain name holder.

Term	Definition
Respondent	means the holder of a .eu domain name registration (or the holder's legal heirs or the Registry in the case of an ADR Proceeding against the Registry) in respect of which a Complaint and/or a request to change the language of the ADR Proceeding is initiated.
Response	means the document (including all annexes) filed by the Respondent in reply to the allegations set forth in the Complaint in accordance with these ADR Rules and the Supplemental ADR Rules.
Supplemental ADR Rules	means the rules adopted by the Provider administering ADR Proceedings to supplement these ADR Rules.
Terms and Conditions	means the Terms and Conditions for .eu, .euo and .eu Domain Names issued by the Registry.
Time of Filing	means the point in time when the following conditions are fulfilled: (a) Complaint or a request to change the language of the ADR Proceeding has been properly filed with the Provider; and (b) the appropriate fee for the ADR Proceeding has been received by the Provider.

2 Communications and Periods of Time

- (a) When forwarding a Complaint to the Respondent, it shall be the Provider's responsibility to employ the reasonably available means expected to achieve actual notice to the Respondent.

- (b) The Provider shall discharge its obligation to achieve actual notice by (i) sending the Complaint, or a notice with information detailing how to access the Complaint (e.g. for the purpose of an online platform operated by the Provider), to the Respondent, employing the means stipulated in (c) below to the address which the Registry has communicated to the Provider for the registered domain name holder, or to the Registry's seat in the case of a Complaint against the Registry's decision; and (ii) if the Respondent does not confirm receipt of the electronic communication made pursuant to (i) above within five (5) days of sending the communication, by forwarding the aforementioned notice with information on how to access the Complaint by registered postal or courier service, with postage pre-paid and return receipt requested, to the address(es) specified in (i) above.
- (c) Unless specified otherwise in these ADR Rules, any written communication to the Complainant, the Respondent or the Provider provided for under these ADR Rules shall be made by the preferred means stated by the Complainant or Respondent, respectively, or in the absence of such specification:
- (1) electronically via the Internet, provided a record of its transmission is available; or
 - (2) by telecopy or facsimile transmission, with a confirmation of transmission; or
 - (3) by registered postal or courier service, with postage pre-paid and return receipt requested.
- (d) Either Party may update its contact details by notifying the Provider and the Registry.

- (e) Except as otherwise stipulated by these ADR Rules, all communications provided for under these ADR Rules shall be deemed to have been received, in accordance with this provision:
- (1) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or
 - (2) if delivered by facsimile transmission, on the date shown on the confirmation of transmission; or
 - (3) if by registered postal or courier service, on the date marked on the receipt or, if it is not possible to deliver the communication in this manner, on the expiry of twelve (12) days from the handover of the communication to a postal or courier service provider.
- (f) It shall be the responsibility of the sender to retain records of the fact and circumstances of delivery, which shall be kept available for inspection by the Provider and for reporting purposes.
- (g) A system log of data messages of the Provider shall be considered valid records in the absence of any evidence of malfunction of the Provider's system.
- (h) Except as otherwise stipulated by these ADR Rules, all time periods calculated under these ADR Rules begin on the earliest date that the communication is deemed to have been made in accordance with Paragraph A2(e).
- (i) At a Party's request filed before the expiry of the relevant period(s) of time, the Provider and, after its appointment, the Panel, may, at its sole discretion, extend the period(s) of time laid down in these ADR Rules which are applicable to the Parties in exceptional circumstances or upon agreement by both Parties. The Provider and, after its appointment, the Panel, shall decide on any such limited period of extension.
- (j) No Party or anyone acting on its behalf may engage in any unilateral communication with the Panel. All communications between a Party, on the one hand, and the Panel or the Provider, on the other, shall be made to a case administrator appointed by the Provider by the means and in the manner prescribed in the Provider's Supplemental ADR Rules.

- (k) Any communication in an ADR Proceeding initiated by:
 - (1) a Panel to a Party shall be made through the Provider;
 - (2) a Party shall be made through the Provider;
 - (3) the Provider to any Party or by a Party after the Date of Commencement of an ADR Proceeding shall be copied by the Provider to the other Party and the Panel.
- (l) In the event that a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Provider of the circumstances of the notification.

3 Language of Proceedings

- (a) The language of the ADR Proceedings must be one of the official EU languages. Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the ADR Proceeding shall be the language of the Registration Agreement for the disputed domain name. In the absence of an agreement between the Parties, the Panel may, at its sole discretion, having regard to the circumstances of the ADR Proceeding, decide at the written request of a Complainant, filed before initiating a Complaint, that the language of the ADR Proceeding shall differ from the language of the Registration Agreement for the disputed domain name.

- (b) The procedure related to the request for a change to the language of the ADR Proceeding shall be as follows:
- (1) The request shall be submitted to the Provider and shall:
 - (i) specify the information under Paragraphs B1(b)(2), (b)(3), (b)(5), (b)(6) and (b)(7) of the ADR Rules;
 - (ii) specify the requested change of the language of the ADR Proceeding;
 - (ii) specify the circumstances justifying such a change of the language of the ADR Proceeding;
 - (iv) conclude with the statement under B1(b)(15) of the ADR Rules.
 - (2) The Provider shall acknowledge receipt of the request from the Complainant, subject to the receipt of the fees due hereunder, and, if applicable, shall notify the Registry of the Time of Filing in accordance with B1(e) of the ADR Rules, having the same consequences as under B1(e) of the ADR Rules.
 - (3) The Provider shall notify the Respondent of the request to change the language of the ADR Proceeding within five (5) days of receipt of the fees payable hereunder.
 - (4) The Respondent shall have the right to submit a response to the Provider within twelve (12) days of the date of notification of the request to change the language of the ADR Proceeding.
 - (5) The Provider shall acknowledge receiving the response from the Respondent and shall appoint a single Panel to decide the request. Paragraph B5 applies accordingly.
 - (6) The Panel shall issue a decision on whether or not to allow the requested change of the language of the ADR Proceeding within twelve (12) days of the date of its appointment. The Panel's decision shall be final and not subject to appeal. The decision shall be communicated to the Parties without delay.

- (7) If the Complainant files the Complaint within thirty (30) days of receiving the decision under (b)(6) above, the Time of Filing of the request to change the language of the ADR Proceeding shall apply with respect to the Complaint, provided the appropriate fee is paid.
- (c) All documents including communications made as part of the ADR Proceeding shall be made in the language of the ADR Proceeding or in the requested language if the Complainant proves in its submission that the Respondent has adequate knowledge of that language. Notwithstanding any of the above, the Panel may request the translation of any documents submitted in languages other than the language of the ADR Proceeding. The Panel may disregard documents submitted in languages other than the language of the ADR Proceeding without requesting their translation. Any communication by the Provider which, from its content, cannot be regarded as amounting to procedural documents (such as cover letters with which the Provider sends procedural documents or automatic system notifications generated by the Provider's application) shall be made in the language of the ADR Proceeding or in English.
- (d) The Provider and, after its constitution, the Panel, by itself or upon the request of a Party, may order that any documents submitted in languages other than the language of the ADR Proceeding be accompanied by a translation in whole or in part into the language of the ADR Proceeding.

4 Settlement or Other Grounds for Termination

- (a) The ADR Proceeding shall be understood to be concluded once the Panel has received confirmation from both Parties that an agreement has been entered into by the Parties concerning the subject of the dispute.

- (b) If the Parties wish to negotiate a settlement, the Complainant may request that the Provider or, after its constitution, the Panel suspend the ADR Proceeding for a limited period. The suspension period may be extended by the Panel upon the Complainant's request. Any such suspension shall be without prejudice to the obligation of the Panel to forward its decision on the Complaint to the Provider within the time period specified in Paragraph B12(b) below. Resumption of the ADR Proceeding shall take place automatically upon receipt of a request to that effect from either the Respondent or the Complainant or upon the expiry of the limited and specified time period.
- (c) The Panel shall terminate the ADR Proceeding if it becomes aware that the dispute that is the subject of the Complaint has been finally decided upon by a court of competent jurisdiction or an alternative dispute resolution body.
- (d) The Panel shall suspend any ADR Proceeding(s) pursuant to Paragraphs B1(f), B2(e) and B3(d) below.

5 Court Proceedings

The conduct of the ADR Proceeding shall not be prejudiced by any court proceeding, subject to Paragraph A4(c) above.

6 Fees

- (a) The Complainant shall pay the Provider an initial fixed fee, in accordance with the Supplemental ADR Rules. Until the Provider has received this initial fee, it is not obliged to take any action on the Complaint. If the Provider has not received the fee within ten (10) days of the date of notification of unpaid fees, the Complaint shall be deemed withdrawn and the ADR Proceeding cancelled.
- (b) A Complainant initiating a request to change the language of the ADR Proceeding under Section A3 above or initiating a challenge to withdrawal of the Complaint due to its administrative deficiency under Paragraph B2(c) below shall pay the Provider separate fees in accordance with the Supplemental ADR Rules. If the Provider has not received the fee within five (5) days of the date of notification of unpaid fees, the request shall be deemed withdrawn.

- (c) A Respondent electing under Paragraph B3(b)(4) to have the dispute decided upon by a three-member Panel, rather than by a single-member Panel as opted for by the Complainant, shall pay the Provider an additional fee specified in the Supplemental ADR Rules. In all other cases, the Complainant shall bear all of the Provider's fees.
- (d) In exceptional circumstances (for example, in the event that an in-person hearing is held) the Provider shall request that the Party or Parties requesting such an event, respectively, pay additional fees, which shall be established in consultation with the Panel after its constitution before scheduling any such hearing.
- (e) Subject to Paragraph B1(f) below, paid fees are not reimbursable.

B CONDUCT OF THE PROCEEDINGS

1 The Complaint

- (a) Any person or entity may initiate an ADR Proceeding by submitting a Complaint in accordance with the Procedural Rules to any Provider. A Complaint may be filed:
 - (1) against a Domain Name Holder in respect of which domain name the Complaint is initiated; or
 - (2) against the Registry.

For the avoidance of doubt, until the domain name in respect of which the Complaint is initiated has been registered and activated, a Party may initiate an ADR Proceeding only against the Registry.

- (b) The Complaint shall:
 - (1) Request that the Complaint be submitted for a decision in an ADR Proceeding in accordance with the Procedural Rules;
 - (2) Provide the name, postal and e-mail addresses and the telephone and fax numbers of the Complainant and of any representative authorised to act for the Complainant in the ADR Proceeding;
 - (3) Specify a preferred method for communication directed to the Complainant in the ADR Proceeding (including the person to be contacted, means of communication and address information);

- (4) Designate whether the Complainant elects to have the dispute decided by a single-member or three-member Panel and, in the event the Complainant opts for a three-member Panel, provide the names of three candidates to serve as one of the panellists (these candidates may be drawn from the list of panellists of the Provider dealing with the proceedings). To the maximum feasible extent, such candidates should not have been involved in the past three (3) years in any prior ADR Proceeding in which the Complainant was a Party;
- (5) Provide the name of the Respondent and, in the case of an ADR Proceeding against a Domain Name Holder, provide all information (including any postal and e-mail addresses and telephone and fax numbers) known to the Complainant, detailing the means of contacting the Respondent or any representative of the Respondent, including contact information based on pre-Complaint dealings, in sufficient detail to allow the Provider to send the Complaint to the Respondent as described in Paragraph A2(a);
- (6) Specify the domain name(s) that is/are the subject of the Complaint;
- (7) Identify the Registrar(s) with which the domain name(s) is/are registered at the time the Complaint is filed (not applicable for Complaints filed against the decision(s) of the Registry before the registration of the disputed domain name);
- (8) If the Complaint is filed against the decision(s) of the Registry, identify the disputed Registry decision(s);
- (9) Specify the names in respect of which a right is recognised or established by the national law of a Member State and/or European Union law. For each such name, describe exactly the type of right(s) claimed, and specify the law(s), as well as the conditions under which the right is recognised and/or established (e.g. copyright, trademarks and geographical indications provided in national law or European Union law, and, insofar as they are protected under national law in the Member States where they are held: unregistered trademarks, trade names, business identifiers, company names, family names and distinctive titles of protected literary and artistic works);

- (10) Describe, in accordance with these ADR Rules, the grounds on which the Complaint is made, including, in particular:
- (i) In the case of an ADR Proceeding against the Domain Name Holder in respect of which domain name the Complaint is initiated:
 - A. why the domain name is identical or confusingly similar to the name or names in respect of which a right or rights are recognised or established by national and/or European Union law (as specified and described in accordance with Paragraph B1(b)(9)); and, either
 - B. why the domain name has been registered by its holder without rights or legitimate interests in respect of the domain name that is the subject of the Complaint; or
 - C. why the domain name should be considered to have been registered or to be being used in bad faith.
 - (ii) In the case of an ADR Proceeding against the Registry, the reasons why a decision taken by the Registry conflicts with the European Union Regulations.
- (11) Specify, in accordance with these ADR Rules, the remedies sought (see Paragraph B11(b) and (c) below);
- (12) If the Complainant requests transfer of the domain name, provide evidence that the Complainant satisfies the general eligibility criteria for registration set out in Article 3 of Regulation (EU) 2019/517;
- (13) Identify any other legal proceedings that have been commenced or terminated in connection with, or relating to, any of the domain name(s) that is/are the subject of the Complaint;

(14) State that the Complainant shall submit, with respect to any challenges to a decision in the ADR Proceeding revoking or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction in accordance with Paragraph A1;

(15) Conclude with the following statement, followed by the signature of the Complainant or its authorised representative (in the case of electronic filing the signature must comply with requirements of the Provider's online platform):

"Complainant warrants that all information provided hereunder is complete and accurate.

Complainant agrees with the processing of his/her personal data by the Provider to the extent necessary for the due performance of the Provider's responsibilities hereunder.

Complainant also agrees with the publication of the full decision (including personal details contained in the decision) issued in the ADR Proceeding initiated by this Complaint in the language of the ADR Proceeding and in an unofficial English translation secured by the Provider.

Complainant further agrees that its claims and remedies concerning the registration of the domain name, the dispute or resolution of the dispute shall be solely against the domain name holder and hereby waives any and all claims and remedies against:

(i) the Provider, as well as its directors, officers, employees, advisors and agents, except in the case of deliberate wrongdoing";

(ii) panellists, except in the case of deliberate wrongdoing;

(iii) the Registrar, except in the case of deliberate wrongdoing; and

(iv) the Registry, as well as its directors, officers, employees, advisors and agents, except in the case of deliberate wrongdoing.";

(16) Attach any documentary or other evidence, including any evidence concerning the rights upon which the Complaint relies, together with a schedule indexing such evidence.

- (17) Include any forms prescribed in the Supplemental ADR Rules and comply with any formal requirements contained in the Supplemental ADR Rules, including any word limit.
- (c) The Complaint may relate to more than one domain name, provided that the Parties and the language of the ADR Proceedings are the same.
- (d) The Provider shall acknowledge receiving the Complaint from the Complainant, subject to receipt of the fees due above.
- (e) As soon as practicable after the Time of Filing, but in any event no later than five (5) days from the date of Time of Filing and before notifying the Respondent pursuant to Article B2 below, the Provider shall inform the Registry of the identity of the Complainant and the domain name(s) involved. Upon receiving information from the Provider, the Registry shall block the disputed domain name (on hold status) pursuant to the .eu Domain Name Registration Terms and Conditions.
- (f) Any ADR Proceeding(s) against a Domain Name Holder with a later Time of Filing with respect to the same domain name(s) shall be suspended pending the outcome of the ADR Proceeding initiated by the Complaint with the earliest Time of Filing. If the Panel decides in the ADR Proceeding to grant the Complainant the remedies requested, all suspended ADR Proceedings shall be terminated and any fees paid shall be reimbursed. If the Panel rejects the Complaint in the ADR Proceeding, the Provider shall activate the Complaint next in line to the Time of Filing. The Provider shall notify the respective Complainant(s) of the termination, activation or continued suspension of its Complaint(s) in writing within five (5) days of the date of issue of the Panel decision related to the prior Complaint.
- (g) In the event that an ADR Proceeding is initiated against the Registry with a later Time of Filing than any other ADR Proceeding against the Registry with respect to the same decision taken by the Registry, the ADR Proceeding against the Registry with a later Time of Filing shall be terminated and any fees paid shall be reimbursed.
- (h) None of the above in Paragraph 15(i) to (iv) prevents the Complainant from initiating an ADR Proceeding against the Registry where a decision taken by the Registry conflicts with European Union Regulations.

- (i) In the case of an ADR Proceeding against the Registry, any request of a Complainant for documents or other information related to the Registry decision challenged in the ADR Proceeding must be made directly to the Registry.

2 Notification of the Complaint

- (a) The Provider shall review the Complaint for administrative compliance with the Procedural Rules and with Article 3 of Regulation (EU) 2019/517 and, if found to be compliant, shall forward the Complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental ADR Rules) to the Respondent, in the manner prescribed by Paragraphs A2(a) and A2(b), within five (5) days of receipt of the fees payable by the Complainant in accordance with Paragraph A6.
- (b) If the Provider finds the Complaint not to be in administrative compliance with the Procedural Rules, it shall promptly notify the Complainant of the nature of the deficiencies identified. If the deficiencies are capable of being corrected, the Complainant shall have seven (7) days within which to correct any such deficiencies and submit an amended Complaint, after which, if not corrected, the Provider shall inform the Complainant that the ADR Proceeding is deemed to be withdrawn due to administrative deficiency and without prejudice to submission of a different Complaint by the Complainant.

- (c) A Complainant may challenge the withdrawal of its Complaint due to administrative deficiency pursuant to Paragraph B2(b) above. The procedure related to such a challenge shall be as follows:
- (1) The request shall be submitted to the Provider within five (5) days of receiving the information concerning the withdrawal and shall:
 - (i) specify the information under Paragraphs B1(b)(2), B1(b)(6) and B1(b)(8) (if applicable) of the ADR Rules;
 - (ii) specify the requested cancellation of the withdrawal of the Complaint due to administrative deficiency;
 - (iii) specify the reasons for the requested cancellation;
 - (iv) conclude with the statement under B1(b)(15) of the ADR Rules.
 - (2) The Provider shall acknowledge receiving the request from the Complainant, subject to receipt of the fees due pursuant to Paragraph A6(a) above and shall appoint a single Panel to decide the request. Paragraph B5 applies accordingly.
 - (3) The Panel shall issue a decision on whether or not to allow the requested challenge within twelve (12) days of the date of its appointment. The Panel's decision shall be final and not subject to appeal. The decision shall be communicated to the Complainant without delay.
- (d) The Provider shall immediately notify the Complainant, the Respondent and the Registry of the Date of Commencement of an ADR Proceeding.
- (e) The Provider shall suspend the ADR Proceeding until the procedures specified in Paragraphs B2(b) and B2(c) above are completed.

3 The Response

- (a) Within twenty (20) days of the date of delivery of the Complaint in accordance with Paragraph A2(b), the Respondent shall submit a Response to the Provider.
- (b) The Response shall:
 - (1) Provide the name, postal and e-mail addresses and the telephone and fax numbers of the Respondent and of any representative authorised to act for the Respondent in the ADR Proceeding;
 - (2) Specify a preferred method for communication directed to the Respondent in the ADR Proceeding (including the person to be contacted, means of communication and address information);
 - (3) If the Complainant has elected for the dispute to be decided by a single-member Panel in the Complaint (see Paragraph B1(b)(3)), state whether the Respondent elects instead to have the dispute decided by a three-member Panel;
 - (4) If either the Complainant or the Respondent elects for the dispute to be decided by a three-member Panel, provide the names and contact details of three candidates to serve as one of the panellists (these candidates may be drawn from any Provider's list of panellists; to the maximum extent practicable, such candidates should not have been involved in the past three (3) years in any prior ADR Proceeding in which the Respondent was a Party);
 - (5) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that is/are the subject of the Complaint;

- (6) Describe, in accordance with these ADR Rules, the grounds on which the Response is made.
- (7) Conclude with the following statement followed by the signature of the Respondent or its authorised representative; in the case of electronic filing the signature must comply with the requirements of the Provider's online platform:

"Respondent warrants that all information provided hereunder is complete and accurate.

Respondent agrees with the processing of his/her personal data by the Provider to the extent necessary for the due performance of the Provider's responsibilities hereunder.

Respondent also agrees with the publication of the full decision (including personal data contained in the decision) issued in this ADR Proceeding in the language of the ADR Proceeding and in an unofficial English translation secured by the Provider.

Respondent hereby waives any and all claims and remedies related to the current ADR Proceeding against

(i) the Provider, as well as its directors, officers, employees, advisors and agents, except in the case of deliberate wrongdoing;

(ii) panellists, except in the case of deliberate wrongdoing,

(iii) the Registrar, except in the case of deliberate wrongdoing and

(iv) the Registry, as well as its directors, officers, employees and agents, except in the case of deliberate wrongdoing.";

- (8) Attach any documentary or other evidence, including any evidence concerning the rights upon which the Respondent relies, together with a schedule indexing such evidence.
- (9) Include any forms prescribed in the Supplemental ADR Rules and comply with any formal requirements contained in the Supplemental ADR Rules, including any word limit.

- (c) If the Complainant has elected to have the dispute decided by a single-member Panel and the Respondent opts for a three-member Panel, the Respondent shall be required to pay a fee in accordance with Paragraph A6(b). This payment shall be made together with the submission of the Response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.
- (d) The Provider shall provide confirmation to the Respondent of receipt of the Response. If the Provider finds the Response not to be in administrative compliance with the Procedural Rules, it shall promptly notify the Respondent of the nature of the deficiencies identified. If the deficiencies are capable of being remedied, the Respondent shall have seven (7) days within which to correct any such deficiencies and submit an amended Response, after which the Response shall be deemed not to have been submitted by the Respondent. The Provider shall suspend the ADR Proceeding until either of the following two actions, whichever happens first: (i) the Provider receives the amended Response or (ii) the time period mentioned in this Paragraph expires.
- (e) The Provider shall forward the administratively compliant Response to the Complainant without delay.
- (f) If a Respondent does not submit a Response or solely submits an administratively deficient Response, the Provider shall notify the Parties of the Respondent's default. The Provider shall send to the Panel for its information, and to the Complainant, the administratively deficient Response submitted by the Respondent.
- (g) The Respondent may challenge the Provider's notification of the Respondent's default in a written submission to the Provider filed within five (5) days of receiving notification of the Respondent's default. The Provider shall acknowledge receiving the Respondent's challenge and shall forward the Respondent's challenge to the Panel within three (3) days of its receipt. The Respondent's challenge shall be considered by the Panel at its sole discretion as part of its decision-making. If the Panel confirms that the Response is administratively deficient, the Panel may decide the dispute based upon the Complaint only.
- (h) None of the above in Paragraph 7(i) to (iv) prevents the Respondent from initiating an ADR Proceeding against a decision taken by the Registry that conflicts with European Union Regulations.

4 Appointment of the Panel and Timing of the Decision

- (a) The panellists shall be selected in accordance with the internal procedures of the Providers. They shall have appropriate expertise and shall be selected in an objective, transparent and non-discriminatory manner. Each Provider shall maintain and publish a publicly available list of panellists and their qualifications.
- (b) If neither the Complainant nor the Respondent has elected for the dispute to be decided by a three-member Panel (Paragraphs B1(b)(3) and B3(b)(4)), the Provider shall appoint a single Panellist from its list of panellists.
- (c) Unless it has already opted for a three-member Panel, the Complainant shall submit to the Provider, within five (5) days of communication of a Response in which the Respondent opts for a three-member Panel, the names and contact details of three candidates to serve as one of the panellists. These candidates may be drawn from any Provider's list of panellists. To the maximum extent practicable, such candidates should not have been involved in the last three (3) years in any prior ADR Proceeding in which the Complainant was a Party.
- (d) In the event that either the Complainant or the Respondent opts for a three-member Panel, the Provider shall appoint one Panellist from the list of candidates submitted by the Complainant, one Panellist from the list of candidates submitted by the Respondent and one Panellist from its list of panellists. If either Party does not duly submit its list of candidates, the Provider shall appoint an additional Panellist from its list of panellists.
- (e) Once the entire Panel is appointed, the Provider shall notify the Parties of the identity of the appointed panellists and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the Complaint to the Provider.

5 Impartiality and Independence

- (a) The panellists shall have no personal or economic interests in the results of the dispute, and they undertake to resolve the dispute according to the principles of good faith, fairness and due diligence. The panellists shall maintain the confidential character of the information disclosed to them during the ADR Proceeding.

- (b) A Panellist shall be impartial and independent and, before accepting appointment, shall have disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panellist's impartiality or independence. If, at any stage during the ADR Proceeding, new circumstances arise 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 an event, the Provider shall have the sole discretion to appoint a substitute Panellist.
- (c) Apart from the above, the Parties may also challenge the appointment of a Panellist. The Party that challenges a Panellist shall explain to the Provider its reasons for the challenge. The challenge shall be filed within two (2) days of receiving notice of the given Panellist's appointment, or after having become aware of the circumstances giving rise to justifiable doubt with regard to the impartiality or independence of the Panellist.
- (d) If a Panellist has been challenged by one Party, the other Party and/or the challenged Panellist shall be entitled to submit a response. This right shall be exercised within two (2) days of receiving the communication to which the previous Paragraph refers.
- (e) The Provider shall decide on the challenge, and its decision shall be final and not subject to appeal.

6 Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the Panellist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panellist is appointed in the case of a three-member Panel.

7 General Powers of the Panel

- (a) The Panel shall conduct the ADR Proceeding in such a manner as it considers appropriate in accordance with the Procedural Rules. The Panel is not obliged, but is permitted at its sole discretion, to conduct its own investigations on the circumstances of the case.
- (b) In all cases, the Panel shall ensure that the Parties are treated fairly and equally.

- (c) The Panel shall ensure that the ADR Proceeding takes place with due expedition.
- (d) The Panel shall determine at its sole discretion the admissibility, relevance, materiality and weight of the evidence.

8 Further Statements

In addition to the Complaint and the Response, the Panel may request or admit, at its sole discretion, further statements or documents from either of the Parties.

9 In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference and web conference). The decision shall be made based on documents or other types of written evidence unless the Panel determines, at its sole discretion and as a matter of exceptional circumstances, that such a hearing is necessary for rendering a decision on the Complaint.

10 Default

- (a) If a Party fails to comply with any of the time periods established by these ADR Rules or by the Panel, the Panel shall proceed to a decision on the Complaint and may consider this failure to comply as grounds to accept the claims of the other Party.
- (b) Unless otherwise provided for in these ADR Rules, if a Party fails to comply with any provision of or requirement under these ADR Rules, the Supplemental ADR Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

11 Basis for the Decision

- (a) The Panel shall decide the Complaint on the basis of the statements and documents submitted and in accordance with the Procedural Rules.

- (b) The remedies available pursuant to an ADR Proceeding where the Respondent is the Domain Name Holder in respect of which domain name the Complaint was initiated shall be limited to the revocation of the disputed domain name(s) or, if the Complainant satisfies the general eligibility criteria for registration set out in Article 3 of Regulation (EU) 2019/517, the transfer of the disputed domain name(s) to the Complainant.
- (c) The main remedy available pursuant to an ADR Proceeding where the Respondent is the Registry shall be the annulment of the disputed decision taken by the Registry. The Panel may decide in appropriate cases pursuant to the Procedural Rules and/or the Terms and Conditions that the domain name in question shall be transferred, revoked or attributed.
- (d) The Panel shall issue a decision granting the remedies requested under the Procedural Rules in the event that the Complainant proves:
 - (1) in an ADR Proceeding where the Respondent is the holder of a .eu domain name registration in respect of which the Complaint was initiated, that:
 - (i) The domain name is identical or confusingly similar to a name in respect of which a right is recognised or established by the national law of a Member State and/or European Union law and; either
 - (ii) The domain name has been registered by the Respondent without rights or legitimate interest in the name; or
 - (iii) The domain name has been registered or is being used in bad faith.
 - (2) in an ADR Proceeding where the Respondent is the Registry, that the decision taken by the Registry conflicts with the European Union Regulations.

- (e) Circumstances including in particular, but not limited to, the following, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate the Respondent's rights to or legitimate interests in the domain name for the purposes of Paragraph B11(d)(1)(ii):
- (1) prior to any notice of the dispute, the Respondent has used the domain name or a name corresponding to the domain name in connection with the offering of goods or services or has made demonstrable preparation to do so;
 - (2) the Respondent, being an undertaking, organisation or natural person, has been commonly known by the domain name, even in the absence of a right recognised or established by national and/or European Union law;
 - (3) the Respondent is making legitimate and non-commercial or fair use of the domain name, without intent to mislead consumers or harm the reputation of a name in respect of which a right is recognised or established by national law and/or European Union law.

- (f) For the purposes of Paragraph B11(d)(1)(iii), circumstances including in particular, but not limited to, the following, if found by the Panel to be present, may be evidence of the registration or use of a domain name in bad faith:
- (1) Circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting or otherwise transferring the domain name to the holder of a name in respect of which a right is recognised or established by national and/or European Union law, or to a public body; or
 - (2) The domain name has been registered in order to prevent the holder of a name in respect of which a right is recognised or established by national and/or European Union law, or a public body, from reflecting this name in a corresponding domain name, provided that:
 - (i) the Respondent has engaged in a pattern of such conduct; or
 - (ii) the domain name has not been used in a relevant way for at least two years from the date of registration; or
 - (iii) there are circumstances where, at the time the ADR Proceeding was initiated, the Respondent has declared its intention to use the domain name in respect of which a right is recognised or established by national and/or European Union law or which corresponds to the name of a public body in a relevant way but failed to do so within six months of the day on which the ADR Proceeding was initiated;
 - (3) the domain name was registered primarily for the purpose of disrupting the professional activities of a competitor; or
 - (4) the domain name was intentionally used to attract Internet users, for commercial gain to the Respondent's website or other online location, by creating a likelihood of confusion with a name in respect of which a right is recognised or established by national and/or European Union law, or it is a name of a public body, with such likelihood arising as to the source, sponsorship, affiliation or endorsement of the website or location or of a product or service on the website or location of the Respondent; or

- (5) the domain name is a personal name for which no demonstrable link exists between the Respondent and the domain name registered.

12 Decision-Making and Form of Decisions

- (a) The decisions of the panellists shall be final, not subject to appeal, and compulsory for the Parties, without detriment to the right of the Parties to initiate a court proceeding in a Mutual Jurisdiction with consequences for implementation of the decision as described in the Terms and Conditions. A Party initiating a court proceeding shall notify the Provider and the Registry thereof within thirty (30) days of the Parties being notified of the decision. In the absence of such notification, the Registry shall consider the decision to be final and shall implement the decision.
- (b) The Panel shall forward its decision on the Complaint to the Provider within fourteen (14) days of appointment of the Panel.
- (c) In the case of a three-member Panel, the Panel's decision shall be made by simple 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 Panellist(s). If the Panel decides that the disputed domain name should be revoked or transferred to the Complainant, it shall state that the decision shall be implemented by the Registry within thirty (30) days of the Parties being notified of the decision, unless the Respondent initiates court proceedings in a Mutual Jurisdiction (see Paragraphs B12(a) and B14) and informs the Registry thereof in due time.
- (e) Panel decisions shall comply with the formal requirements set forth in the Provider's Supplemental ADR Rules.
- (f) If the Panel concludes that the dispute is not within the scope of the European Union Regulations, it shall so state.

(g) If the Complainant has

- (1) proved that the domain name is identical or confusingly similar to a name in respect of which a right is recognised or established by a Member State's national law and/or European Union law or to a name of a public body; and
- (2) failed to prove the Respondent's lack of rights and legitimate interests, as specified in Paragraph B11(d)(1)(ii) of these ADR Rules; and
- (3) relied on Paragraph B11(f)(2)(iii) of these ADR Rules to prove bad faith; and
- (4) failed to prove bad faith on any other grounds;

the Panel shall issue an interim decision setting out its findings on issues (1) to (4) above and shall suspend the proceedings until a date six (6) months after the Time of Filing. In such event (and should the Respondent fail to submit evidence of relevant use by the postponed date and the Complainant prove the remaining elements required under Paragraph B11(f)(2)(iii)), the Panel shall decide whether or not to grant the Complainant the requested remedy. Under all other circumstances, the Panel shall proceed to a decision without reference to Paragraph B11(f)(2)(iii).

All evidence submitted by the Respondent must be accompanied by a declaration of completeness and accuracy and be given to the Complainant. The Complainant shall have the right to submit a response to the Respondent's evidence within fifteen (15) days of receiving the evidence.

- (h) If, after considering the submissions, the Panel finds that the Complaint was initiated in bad faith, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of administrative proceedings.
- (i) Each Panel decision shall contain a brief summary in English in accordance with guidelines prepared by the Provider.

13 Communication of the Decision to the Parties

- (a) Within five (5) days of receiving the final decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the Registrar(s) concerned and the Registry.
- (b) The Provider shall publish the full decision on a publicly accessible website.

14 Implementation of the Decision

Implementation of the decision shall be in accordance with the Terms and Conditions. The Registry shall implement the decision in accordance with these ADR Rules and the procedure published on its website. In the event that the Complainant does not comply with such requirements within the periods of time stipulated on the Registry's website and/or the Terms and Conditions, the Registry shall proceed with the deletion of such domain name(s).

15 Name Redaction Requests

Notwithstanding Paragraphs B1(b)(15) and B3(b)(7), a private person who is Party to an ADR procedure may have reasons to request that their name not be displayed in the ADR decision published on the ADR Provider's website.

Any such request shall be submitted by the Party to the ADR Provider for its consideration by submitting a reasoned request. The request should contain the following information: the name and contact details of the requesting Party, the ADR case number, the disputed domain name(s) and the reasons for requesting their name to be redacted.

Where such name redaction has been granted, the ADR Provider may substitute the name of the Party with "Name Redacted" or similar language in the decision published on the ADR Provider's website.

C CONCLUDING PROVISIONS

1 Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor a Panellist shall be liable to a Party for any act or omission in connection with any ADR Proceeding under these ADR Rules.

2 Amendments

The version of these ADR Rules in effect at the time of the submission of the Complaint to the Provider shall apply to the ADR Proceeding commenced thereby for the duration of the ADR Proceeding. The Provider and/or the Registry may amend these ADR Rules at any time following their prior written agreement on the amendments.

3 Effective Date

These ADR Rules apply as of 13 October 2022.

[1] OJ L 91, 29.3.2019, p. 25-35

[2] OJ L 195, 19.6.2020, p. 52-56

[3] OJ L 351, 20.12.2012, p. 1-32