

# Registration Eligibility Dispute Resolution Policy

## Definitions

In this document:

**Forum** means the National Arbitration Forum, who is available at [www.adrforum.com](http://www.adrforum.com).

**Panellist** is the neutral legal professional appointed by the Forum to decide a complaint brought under this Policy.

**Registrant** means the individual that holds the right to use a specific domain name.

**Registry** means the systems used to record, store and maintain details of domain names in the TLD.

**Service** means the services that we provide in relation to the TLD.

**TLD** means Top Level Domain and for the purpose of this policy the TLD shall be .physio

**We, us** and **our** means Phys Biz Pty Ltd ACN 146454748 or our designated representatives.

## About this document

This document describes our policy on dispute resolution regarding eligibility for registration. This policy is incorporated by reference into the Registration Agreement for each domain name registered in the TLD. This policy may be invoked by filing a complaint with the Forum.

Document Identifier: Registration Eligibility Dispute Resolution Policy - 1.0

Publication Date: 7 July 2014

Status: Current

## Purpose

Domain names in the TLD can be registered or reserved subject to certain eligibility or restriction requirements. This Policy describes standards that will be applied to resolve challenges to names registered in the TLD on the basis of failure to meet or maintain the eligibility or restriction criteria required by the Registry. This Policy will not be applied to Registry-reserved names in the TLD.

## Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint showing by a preponderance of the evidence that the registration was improper because it does not comply with the provisions of the Registry's Eligibility criteria. The complaint must show:

At the time the challenged domain name was registered, the Registry's registration eligibility criteria were not met. The Complainant shall submit a copy of the Registry's Eligibility criteria with a Complaint.

## Remedies

The remedies available to a complainant for a proceeding under this Policy shall be:

### a. Ineligible at Registration

If the Panellist finds that the domain name was ineligible for registration, the sole remedy shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, such application may be made via the standard registration process.

#### **b. Improper Maintenance of Eligibility**

If the Panellist finds that the registrant has not maintained eligibility for registration the remedies for a Complaint are either:

- i. The Panellist may allow the Respondent up to 14 days to bring the registration into compliance and submit proof of compliance and ongoing eligibility; and/or
- ii. The Panellist may order cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, such application may be made via the standard Registration process.

### **Procedure**

#### **a. Dispute Resolution Provider / Selection of Procedure**

A Complaint under this Policy shall be submitted to the Forum by submitting the complaint directly to that Provider. The Provider will administer the proceeding and select a qualified and eligible Panellist. The Provider shall establish Rules, setting forth a fee schedule and other technical and process requirements for a dispute under this Policy. The proceedings under this Policy will be conducted according to this Policy and the applicable Rules of the Provider.

#### **b. Registry's or Registrar's Involvement**

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panellist. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panellist. Any domain names in the TLD involved in a Policy proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The contact details of the holder of a registered domain name in the TLD will be provided to the Provider by the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panellist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

#### **c. Parties**

The registrant of a registered domain name in the TLD shall be promptly notified by the Provider of the commencement of a dispute under this Policy, and shall have thirty (30) days in which it may contest the allegations of the complaint or show other cause why the complaint should not be granted in accordance with this Policy or the conditions under which the domain name in the TLD has been registered or used. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered name shall not constitute an admission to any allegation of the complaint. The Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panellist.

#### **d. Decisions**

(i) The Panellist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panellist deems appropriate;

(ii) the decision shall state whether a registered name in the TLD is to be cancelled or the status quo maintained; and

(iii) decisions made under this Policy will be publicly published by the Provider on its website.

#### **e. Implementation**

If a Panellist's decision requires a change to the status of a registered name, the registrar and/or Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Provider) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the domain name.

**f. Representations and Warranties** Parties to a dispute under this Policy shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

#### **Maintaining the Status Quo**

During a proceeding under the REDRP, the domain name shall be locked against transfers between registrants and/or registrars. In the event the domain name(s) is due to expire during a proceeding, the name shall proceed to a temporarily reserved status if it is not renewed by the registrant; the REDRP proceeding, in that case, shall be terminated.

#### **Indemnification / Hold Harmless**

The parties shall hold the registrar, the Registry, the Forum, and the Panellist harmless from any claim arising from operation of this Policy. Neither party may name the registrar, the Registry, the Forum, or the Panellist as a party or otherwise include the registrar, the Registry, the Forum, or the Panellist in any judicial proceeding relating to the dispute or the administration of this Policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panellist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this Policy. Neither the registrar, the Registry, Forum, the Panellist and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this Policy or the corresponding Rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

#### **Relation to Other Dispute Resolution Policies**

This Policy is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension System (URS) and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry. The conditions herein may constitute lack of legitimate interests and/or bad faith as appropriate under the UDRP or URS in relation to domain names in the TLD.

#### **Effect of Other Proceedings**

The administrative proceeding under this Policy shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending administrative proceeding regarding this

Policy or after such proceeding is concluded. Upon notice of such other proceeding, the Policy proceeding may be terminated (in the sole discretion of the Panellist) in deference to the outcome of such other proceeding. If a domain name in the TLD is subject to a UDRP proceeding, the factors set forth in this Policy may be alleged in such proceeding as applicable terms of legitimate rights or registration and use under the UDRP in addition to any allegations or defenses available.

### **Definition and review**

This document has been prepared and published to represent our policy regarding disputes arising around registration eligibility.

We reserve the right to modify this Policy at any time subject to the terms of our Memorandum of Understanding with the Forum. Such revised Policy shall be posted on our Website at least thirty (30) calendar days before it becomes effective; unless this Policy has already been invoked by the submission of a complaint, in which event the version of the Policy in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this Policy, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.