

“Brand Safe” Defensive names Agreement



one member. one vote. one domain.

INTRODUCTION. In this Defensive Reservation Agreement (“Agreement”), “you” and “your” refer to each customer (“Customer”) and “we”, “us” and “our” refer to DotCooperation LLC (“Sponsor”). This Agreement, including the Dispute Resolution Policy attached as Attachment A that is incorporated into this Agreement, explains our obligations to you and your obligations to us in relation to your defensive Reservation(s).

The Effective Date of this Agreement is _____.

FEES, PAYMENT AND TERM OF SERVICE. As consideration for the Defensive Reservation services you have selected, you agree to pay Sponsor the applicable service(s) fees set forth in the application form attached at the time of your selection. Unless otherwise agreed by us in writing, each Defensive Reservation is subject to a separate fee. All fees are due immediately and are non-refundable. Sponsor may take all remedies available to collect fees owed. Unless otherwise specified, each Defensive Reservation is for a five-year initial term and renewable in perpetuity thereafter for successive two-year terms. Any renewal of your Defensive Reservation with us is subject to our then current terms and conditions and payment of all applicable fees at the time of renewal.

DATA REQUIREMENTS. As further consideration for your Defensive Reservation(s), and as set forth in the application form attached, you agree to provide contact information, including name, e-mail address, postal address and telephone number, for use in disputes relating to the Defensive Reservation. This contact information will be provided as part of the Whois record for the Defensive Reservation. You must also provide: (1) the name, in ASCII characters, of the trademark or service mark being registered; (2) the date the Reservation issued; (3) the country of Reservation; and (4) the Registration number or other comparable identifier used by the registration authority. You must maintain and update this information as needed to keep it current, complete and accurate. We rely on accurate information provided by you to send you important information and notices regarding your account and our services.

CONTENT REQUIREMENTS. You acknowledge and agree that Defensive Reservations may only be made for strings that are identical to, or reasonable variants of, the textual or word elements, using ASCII characters only, of valid and enforceable trademark or service mark registrations having national effect that issued prior to November 1, 2001, or a valid and enforceable trade name, trademark or service mark in published use for more than one year prior to application. Only the owner of such a trade name, trademark or service mark may register a Defensive Reservation on that trade name, trademark or service mark. You understand that trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, will not be accepted. You also understand that a Defensive Reservation will not be granted if it conflicts with a then-existing reservation in .coop or other reserved word or string. Where there is a space between the textual elements of a registered mark, you may elect at your discretion to replace the space with a hyphen, combine the elements together to form a continuous string, or register the mark as a combined second and third level Defensive Reservation. Where there are multiple spaces between three or more textual elements of a registered mark, the foregoing sentence applies to each such space. However, where

a registered mark is registered as a combined second and third level Defensive Reservation, the delineation between the second and third levels must correspond to a space between the textual elements of the mark. The names you have chosen to reserve are listed in the application form attached. You acknowledge and agree that you are not eligible to register a functioning name in the coopTLD, and that no Defensive Reservation will actually resolve within the DNS.

DOMAIN NAME DISPUTE POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the Defensive Reservation of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

DOMAIN NAME DISPUTES. You agree that, if your Defensive Reservation is challenged by a third party, you will be subject to the provisions specified in our dispute policy in Attachment A as it may be modified at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our defensive reservation services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your use of our domain name reservation services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your use of our domain name reservation services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a certificate from us. You agree that if your Defensive Reservation is successfully challenged, you will pay the challenge fees.

NOTICES AND ANNOUNCEMENTS. You authorize us to notify you as our customer of information that is necessary for maintenance of your reservation.

LIMITATION OF LIABILITY. You agree that our entire liability, and your exclusive remedy, with respect to any Defensive Reservation provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such Defensive Reservation(s). Sponsor and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Sponsor services or for the cost of procurement of substitute services. Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from delay; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account; (5) loss or liability resulting from errors, omissions,

or misstatements in any and all information or service(s) provided under this Agreement; or (6) loss or liability as a result of the application of our dispute policy.

INDEMNITY. You agree to release, indemnify, and hold Sponsor, and our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns, harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the Sponsor services provided hereunder or your use of the Sponsor Defensive Reservation services, including without limitation infringement or dilution by you of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the reservation service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

BREACH. You agree that your failure to abide by any provision of this Agreement, any Sponsor operating rule or policy (including the policy set forth in Attachment A hereto), or your willful provision of inaccurate or unreliable information as part of the Defensive Reservation process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the details associated with your domain name reservation may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the reservation of your domain name without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) the information that you provide to us during the application process to register your domain name(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief the reservation of your domain name(s) will not directly or indirectly infringe the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iv) you have selected the necessary security option(s) for your domain name reservation record, (v) you are not registering the domain name(s) for an unlawful purpose, (vi) you are the owner of all relevant trademark or service mark reservations, and (vii) you are of legal age to enter into this Agreement. You agree that your use of our Defensive Reservation service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

DISCLAIMER OF WARRANTIES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

ENTIRETY. You agree that this Agreement, the rules and policies published by us, and the dispute policy are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, and the dispute policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

TRANSFER AND ASSIGNMENT. You may not transfer your Defensive Reservation to any third party. Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

GOVERNING LAW. You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the District of Columbia, excluding its conflict of laws rules. You and we each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the District of Columbia.

AGREEMENT TO BE BOUND. By applying for a Defensive Reservation, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Sponsor.

IN WITNESS WHEREOF, Sponsor and Defensive Reservation applicant have executed and delivered this Agreement as of the Effective Date.

Sponsor - DCLLC

_____ By _____
Title _____

Defensive reservation applicant

_____ Name of company _____
By _____
Title _____

ATTACHMENT A

DISPUTE RESOLUTION POLICY

DotCoop Domain Name Dispute Resolution Policy (DCDRP)

1. Purpose. This DotCoop Domain Name Dispute Resolution Policy (the "Policy") has been adopted by DotCooperation LLC, the Sponsoring Organization for the .coop TLD ("DCLLC"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than DCLLC over the registration and use of a .coop domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for DotCoop Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at [URL], and the supplemental rules of the authorized Provider (the "Provider").

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (i) the information that you provide to us during the application process to register your domain name is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use (or permit others to use) such domain name will directly or indirectly infringe the legal rights of a third party or contravene our policies, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iv) you have selected the necessary security option(s) for your domain name registration record, (v) you are not registering the domain name for an unlawful purpose, (vi) you will not knowingly use the domain name in violation of any applicable laws or regulations, and (vii) you are of legal age to enter into this Agreement. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. Subject to the eligibility restrictions set forth in Attachment A to the Registration Agreement, we will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- subject to the provisions of Paragraph 7, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- our receipt of a decision of a Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by DCLLC.

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before a three-person panel (the "Panel"), one member of which will be an individual drawn from a list maintained by the Provider of panelists with expertise in cooperative matters.

Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party that is a registrant in the .coop TLD, or is eligible to register in the .coop TLD (a "complainant") asserts to the Provider, in compliance with the Rules of Procedure, that

a. Eligibility Claim: you are not an eligible registrant for a .coop domain name; or

b. Trademark Claim:

- your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- you have no rights or legitimate interests in respect of the domain name; and
- your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that it is eligible to register in the .coop TLD **and** either element (a) or all three elements of (b) are present.

c. Ineligibility Claim: Evidence of Ineligibility. For the purposes of Paragraph 4(a), the Panel may consider any evidence presented by the complainant supporting its claim that you are not eligible to register within the .coop TLD.

d. Ineligibility Claim: How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to an Ineligibility Complaint under Paragraph 4(a). When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. If the Panel finds, based on its evaluation of all evidence presented, that your organization falls within one of the following seven categories, you will have demonstrated your rights or legitimate interests to the domain name for purposes of Paragraph 4(a):

- member of the National Cooperative Business Association (NCBA);
- member of the International Co-operative Alliance (ICA);
- association of cooperatives;
- cooperative that is committed to the seven cooperative principles (voluntary and open membership; democratic member control; member economic participation; autonomy and independence; education, training and information; cooperation among cooperatives; and concern for community) and whose status as a cooperative has been verified by a designated verification partner of DCLLC;
- company that is an affiliate of a cooperative (a) falling within categories (i) or (ii) above or (b) whose status has been verified in accordance with (iv);
- entity whose operations are dedicated to serving cooperatives, as determined by DCLLC or as verified by a designated verification partner of DCLLC; or
- a registrant whose use of a .coop domain name, in the opinion of the DCLLC Board of Directors, would advance the interests of the cooperative sector in general or would assist in the development of cooperatives worldwide.

e. Trademark Claim: Registration and Use in Bad Faith. For the purposes of Paragraph 4(b)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with

the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

f. Trademark Claim: How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.

When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(b)(ii):

- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services, or as part of the operations of a cooperative; or
- (ii) you have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

g. Initiation of Proceeding and Process and Appointment of Administrative Panel.

The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the Panel.

h. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Panel. This petition shall be made to the first Panel appointed to hear a pending dispute between the parties. This Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by DCLLC.

i. Fees. All fees charged by the Provider in connection with any dispute before a Panel pursuant to this Policy shall be paid by the complainant.

j. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before a Panel. In addition, we will not be liable as a result of any decisions rendered by the Panel.

k. Remedies. The remedies available to a complainant pursuant to any proceeding before a Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant, subject to our eligibility requirements.

l. Notification and Publication. The Provider will notify us of any decision made by a Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet.

m. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If a Panel decides that your domain name registration should be canceled

or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the Provider of the Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3 of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database.) If we receive such documentation within the ten (10) business day period, we will not implement the Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us (or Poptel Ltd. or any .coop registrar or reseller) as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Transfers During a Dispute. You may not transfer your domain name registration to another holder except as permitted under your Registration Agreement. Additionally, you may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

8. Policy Modifications. We reserve the right to modify this Policy at any time. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to the Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Rules for DotCoop Domain Name Dispute Resolution Policy (the "Rules")

(As Approved by DCLLC)

Administrative proceedings for the resolution of disputes under the DCDRP shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. Definitions

In these Rules:

Complainant means the party (who is a registrant in the .coop TLD, or is eligible to register in the .coop TLD) initiating a complaint concerning a .coop domain-name registration.

DCLLC means DotCooperation LLC, the sponsoring organization for the .coop TLD.

Mutual Jurisdiction means a court jurisdiction at either (a) Washington, D.C. or (b) the domain-name holder's address as shown for the registration of the domain name in DCLLC's Whois database at the time the complaint is submitted to the Provider.

Panel means a three-person administrative panel appointed by a Provider to decide a complaint concerning a .coop domain-name registration.

Panelist means an individual appointed by a Provider to be a member of a Panel. At least one Panelist will be an individual drawn from a list maintained by the Provider of panelists with expertise in cooperative matters that have been designated by DCLLC.

Party means a Complainant or a Respondent.

Policy means the DotCoop Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

Provider means [name of authorized provider].

Registration Agreement means the agreement between DCLLC and a domain-name holder.

Respondent means the holder of a .coop domain-name registration against which a complaint is initiated.

Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name.

Supplemental Rules means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Panel, and the form of cover sheets.

2. Communications

(a) When forwarding a complaint to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending the complaint to all postal mail and facsimile addresses (A) shown in the domain name's registration data in DCLLC's Whois database for the registered domain name

holder, the technical contact, and the administrative contact and (B) supplied by DCLLC to the Provider for the registration's billing contact; and

(ii) sending the complaint in electronic form (including annexes to the extent available in that form) by email to:

(A) the email addresses for those technical, administrative, and billing contacts;

(B) `postmaster@<the contested domain name>`; and

(C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any email address shown or email links on that web page; and

(ii) sending the complaint in electronic form (including annexes to the extent available in that form) by email to any email address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other addresses provided to the Provider by Complainant under Paragraph 3.

(b) Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made

(i) by telecopy or facsimile transmission, with a confirmation of transmission; or

(ii) by postal or courier service, postage pre-paid and return receipt requested; or

(iii) electronically via the Internet, provided a record of its transmission is available

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11. Email communications should, if practicable, be sent in plaintext.

(e) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

(i) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or

(ii) if by postal or courier service, on the date marked on the receipt; or

(iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

(f) Except as otherwise provided in these Rules, or decided by a Panel, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph (e) above.

(g) Either Party may update its contact details by notifying the Provider and DCLLC.

- (h) Any communication by
- (i) a Panel to any Party shall be copied to the Provider and to the other Party;
- (ii) the Provider to any Party shall be copied to the other Party; and
- (iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.
- (i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.
- (j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

3. The Complaint

- (a) An entity meeting DCLLC's eligibility standards for registration in .coop may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to the Provider.
- (b) The complaint shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:
 - (i) Request that the complaint be submitted for decision in accordance with the Policy and these Rules;
 - (ii) Specify the grounds on which Complainant meets DCLLC's eligibility standards for registration in .coop;
 - (iii) Provide the name, postal, and email addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
 - (iv) Provide the name of the Respondent (domain-name holder) and all information (including any email addresses) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);
 - (v) Provide the names and email addresses of three candidates to serve as one of the Panelists (these candidates may be drawn from the Provider's list of panelists)
 - (vi) Specify the domain name(s) that is/are the subject of the complaint;
 - (vii) Specify the eligibility claim or trademark(s) or service mark(s) on which the complaint is based. For trademark claims, describe the goods or services, if any, with which the mark is used;
 - (viii) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,
 - (1) (for eligibility claims) the basis for Complainant's belief that Respondent is ineligible to hold a .coop domain name;
 - (2) (for trademark claims) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
 - (3) (for trademark claims) why the Respondent (domain-name holder) should be considered as having no rights or legitimate

interests in respect of the domain name(s) that is/are the subject of the complaint; and

(4) (for trademark claims) why the domain name(s) should be considered as having been registered and being used in bad faith

(The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.)

- (ix) Specify, in accordance with the Policy, the remedies sought;
- (x) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
- (xi) State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (domain-name holder), in accordance with Paragraph 2(b);
- (xii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;
- (xiii) Conclude with the following statement followed by the signature of the complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing, (b) DCLLC, (c) Poptel, Ltd., (d) any registrar for the .coop TLD, (e) any reseller for the .coop TLD, and (f) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(xiv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

4. Notification of Complaint

(a) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

(b) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative

proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

(c) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with forwarding the Complaint to the Respondent.

(d) The Provider shall immediately notify the Complainant, the Respondent, and DCLLC of the date of commencement of the administrative proceeding.

5. The Response

(a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The response shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent (domain-name holder) to retain registration and use of the disputed domain name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(ii) Provide the name, postal, and email addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) Provide the names and email addresses of three candidates to serve as one of the Panelists (these candidates may be drawn from the Provider's list of panelists)

(iv) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(v) State that a copy of the response has been transmitted to the Complainant, in accordance with Paragraph 2(b); and

(vi) Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(vii) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

(c) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(d) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision

(a) The Provider shall maintain and publish a publicly available list of panelists and their qualifications.

(b) The Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, three panelists as described in (c) below. As set forth in Paragraph 19, the fees for a Panel shall be paid entirely by the Complainant.

(c) The Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a publicly-available list of candidates with expertise in cooperative issues (designated by DCLLC).

(d) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

8. Communication Between Parties and the Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the last Panelist is appointed.

10. General Powers of the Panel

(a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

(b) In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

(c) The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.

(d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

(e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings

(a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

(b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

12. Further Statements

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings

There shall be no in-person hearings (including hearings 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 complaint.

14. Default

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

(c) The Panel's decision shall be made by a 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 Panelist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

Defensive reservation agreement

(a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party and DCLLC. DCLLC, or its agent, shall immediately communicate to each Party and the Provider the date for the implementation of the decision in accordance with the Policy.

(b) The Provider shall publish the full decision and the date of its implementation on a publicly accessible web site.

17. Settlement or Other Grounds for Termination

(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider.

19. Fees

(a) The Complainant shall pay to the Provider its fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the fee in accordance with Paragraph 19(a).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the complainant for the payment of additional fees, which shall be established in agreement with the complainant and the Panel.

20. Exclusion of Liability

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

21. Amendments

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of DCLLC.

ATTACHMENT B

FEES

\$2,000/name

Bulk Reservations separately negotiated

ATTACHMENT C

APPLICATION DATA/LIST OF RESERVED NAMES

Name

Email address

Postal address

Telephone number

For each Defensive Reservation:

The name, in ASCII characters, of the trade name, trademark or service mark being registered

Date the reservation issued

Country of reservation

Reservation number or other comparable identifier used by the registration authority

Exact form of coop name reserved