



Supplemental Rules for Registrar Transfer Disputes

This document describes the rules that Rightside will use when resolving transfer disputes.



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Rightside Supplemental Rules for Registrar Transfer Disputes -
version 1.1

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Introduction

These Supplemental Rules for Registrar Transfer Disputes (“Supplemental Rules” in this document) supplement the [Registrar Transfer Dispute Resolution Policy](#) (“Dispute Policy” in this document), published by the Internet Corporation for Assigned Names and Numbers (ICANN).

1. Definitions

Unless otherwise expressly set forth herein, capitalized terms shall have the same meanings ascribed to them in the Dispute Policy.

Additionally, in these Supplemental Rules:

- **Dispute Policy** refers to the Registrar Transfer Dispute Resolution Policy published by ICANN.
- **Party** means a Filing Registrar or a Respondent.
- **Transfer** means the transfer of sponsorship of a domain name registration from one registrar to another.
- **Transfer Policy** refers to the Policy on Transfer of Sponsorship of Registrations Between Registrars, published by ICANN.
- **Rightside** means Rightside Registry, the Registry Operator.

2. Applicability

The Supplemental Rules apply only to disputes covered by the Dispute Policy and concerning second-level domain name registrations within TLDs for which Rightside is the registry operator. In the event Rightside ceases to be the registry operator for a TLD during the pendency of any covered dispute, the dispute shall be terminated automatically and without further notice to the parties upon the effective date of termination of Rightside’s relevant registry agreement with ICANN.

3. Submitting a Request for Enforcement and Response

United TLD strongly encourages registrars to attempt to resolve the dispute among themselves prior to submitting a Request for Enforcement. United TLD will request the Filing Registrar to confirm that it has attempted to contact the Non-Filing Registrar regarding the dispute and to resolve it prior to filing the Request for Enforcement.

- a. **Manner of Submitting Requests for Enforcement and Responses** - Requests for Enforcement and Responses thereto must be submitted in the form and manner prescribed by United TLD.
- b. **Number of Domain Names per Request for Enforcement** - Multiple transfers may be the subject of a single Request for Enforcement only if all domain name registrations have the same Registrar of Record, Gaining Registrar, Registrant, Administrative Contact, and Alleged Date of Violation.
- c. **Number of Requests for Enforcement** - A registrar may submit up to 10 Requests for Enforcement per month. Each Request for Enforcement may include not more than 100 domain name registrations, except with the prior written consent of United TLD.
- d. **Pending Delete Status** - No Request for Enforcement may include any transfers of sponsorship of domain name registrations that are in "PendingDelete" status as of the date that the Request for Enforcement is submitted.
- e. **Concession of Request for Enforcement** - The non-filing registrar may concede a dispute within five calendar days after a Request for Enforcement is filed with United TLD by submitting a notice of concession ("Response to Request for Enforcement/Notice of Concession") in the form and manner prescribed by United TLD. A Notice of Concession is rejected if received more than five calendar days after a Request for Enforcement was filed with United TLD. Upon receipt of a valid Notice of Concession, United TLD will release the Registry-Lock status placed on any domain name registration as a result of the initiation of the administrative proceeding and issue a decision in favor of the filing registrar.

4. Processing of Dispute Cases

Upon receipt of a Request for Enforcement, Rightside may place all domain names identified in the dispute in Registry Lock status until such time as Rightside implements a decision in accordance with the Dispute Policy. Subject to the Dispute Policy, Rightside may also take any other reasonable measure it deems necessary or appropriate to enable it to implement a decision.

5. Reinstatement of Sponsorship on Consent of Gaining Registrar

Subject to the terms of this Section, Rightside will reinstate a Registrar of Record's sponsorship of a domain name registration after receiving the consent of the Gaining Registrar provided that:

1. The Registrar of Record submits to Rightside a valid request for reinstatement ("Application for Reinstatement of Sponsorship") in the form and manner prescribed by Rightside;
2. The relevant domain name registration is not the subject of a pending First or Second Level administrative proceeding;
3. Rightside receives the Application for Reinstatement of Sponsorship within six (6) months of subject transfer to the Gaining Registrar;
4. The Gaining Registrar provides its consent to the Application for Reinstatement of Sponsorship ("Consent to Reinstatement of Sponsorship") in the form and manner prescribed by Rightside within seven (7) calendar days of the Application for Reinstatement of Sponsorship; and
5. The Gaining Registrar is the sponsor of record for the relevant registration as of the date Rightside effectuates the Request for Reinstatement.

Registrars may submit no more than ten (10) Applications for Reinstatement of Sponsorship per calendar month. Each Application for Reinstatement of Sponsorship may concern only one Gaining Registrar and cover not more than ten (10) domain name registrations.

6. Operations, Registry-Registrar Agreements (RRA)

Except as otherwise expressly set forth herein, the pendency of an administrative proceeding under the Dispute Policy will have no effect on normal registry operations. Nothing herein modifies any provision of a Party's RRA with Rightside. Neither these Supplemental Rules, Rightside's handling of a First-Level administrative proceeding, nor its implementation of the Dispute Policy or these Supplemental Rules constitutes a waiver of any rights or remedies to which Rightside may be entitled under the RRA.

7. Other Dispute Resolution Proceedings

In the event any legal proceedings or Second-Level administrative proceedings are initiated prior to or during a First Level administrative proceeding in respect of a transfer

dispute that is the subject of the Request for Enforcement, Rightside shall have the discretion to decide whether to suspend or terminate the First Level administrative proceeding, or to proceed to a decision.

In the event that a Party initiates any legal proceedings or Second-Level administrative proceeding during the pendency of a First-Level administrative proceeding in respect of a domain-name dispute that is the subject of the Request for Enforcement, it will promptly notify Rightside.

8. Withdrawal of Request for Enforcement

A Request for Enforcement may be withdrawn in its entirety by the Filing Registrar any time prior to Rightside’s issuance of a decision or findings by submitting to Rightside a notice of withdrawal (“Notice of Withdrawal”) in the form and manner prescribed by Rightside. A Request for Enforcement cannot be withdrawn after a decision or findings have been issued by Rightside. An administrative proceeding is terminated upon Rightside’s receipt of a valid Notice of Withdrawal. Upon termination of an administrative proceeding, Rightside will release the Registry-Lock status placed on any domain name registration as a result of the initiation of the administrative proceeding. Any Request for Enforcement submitted after termination of an administrative proceeding will be treated as a new Request for Enforcement.

9. Fees

The appropriate Party (as defined below) will pay Rightside’s non-refundable administrative fees (“Administrative Fees”) as set forth below.

Service	Fees	
	Administrative Fees	Due Date
Issuance of decision (including “no decision”)	The greater of \$10 USD per each domain name registration included in the Request for Enforcement (RFE) or \$100 per RFE	Date of decision
Disputes withdrawn or conceded	\$50 per RFE Withdrawn or Conceded	Date of withdrawal or concession
Request for Reinstatement in accordance with Section 5	\$5 per domain name registration included in the Request for Reinstatement	Date of consent

The Administrative Fee will be assessed to the Filing Registrar in the case of disputes in which Rightside issues a “no decision”.

The Administrative Fee may be assessed to either the Filing Registrar or Respondent based on the individual circumstances provided in the case of Notice of Withdrawal, as determined by Rightside in its sole discretion.

The Administrative Fee will be assessed to the Gaining Registrar in the case of Requests for Reinstatement.

In all other cases, the Administrative Fee will be assessed to the Non-Prevailing Registrar.

In the event that a Request for Enforcement includes multiple domain name registrations and Rightside renders a split decision, the Administrative Fee shall be prorated between the Prevailing and Non-Prevailing Parties as appropriate. The Administrative Fee will be debited from the responsible Party's account.

10. Appeals

- **Notification of Appeal**

Rightside will implement its decision unless the Non-Prevailing Registrar submits a notice of appeal ("Notification of Appeal / Waiver of Appeal") in the form and manner prescribed by Rightside within the time period for filing a lawsuit or an appeal required by Sections 3.5 and 4.3.1, respectively, of the Dispute Policy.

- **Waiver of Appeal**

The Non-Prevailing Registrar involved in the dispute may waive its right of appeal by submitting a notification of waiver ("Notification of Appeal / Waiver of Appeal") in the form and manner prescribed by Rightside.

11. Decision Implementation

The disputed domain name registration(s) identified in the original Request for Enforcement will remain in Registry Lock status until such time as the Second Level Dispute decision has been rendered or the fourteen calendar day waiting period has passed. This waiting period maybe waived by Rightside if the non-prevailing Party involved in the dispute submits to Rightside an authorization for waiver of waiting period ("Notification of Appeal / Waiver of Appeal") in the form and manner prescribed by Rightside.

Any implementation of a decision will be executed consistent with the Transfer Undo Mechanism document posted on the ICANN website at the following URL: <http://www.icann.org/transfers/TransferUndoMechanismFinal07Jul04.pdf>.

If the decision is 'approve a transfer', Rightside will not be responsible for monitoring the transfer to verify that the transfer has occurred. If the transfer does not proceed as ordered, registrar may send a request to Rightside to make the transfer and enforce the decision.

12. Miscellaneous

(a) Invalid Transfers Disregarded

Transfers from a Gaining Registrar Party to a third party registrar, and all other subsequent transfers, are null and void if the Gaining Registrar acquired sponsorship from the Registrar of Record through an invalid transfer, as determined through the dispute resolution process set forth in the Dispute Policy. In such a case, Rightside will implement a decision in accordance with the Dispute Policy as if the subsequent transfer(s) had not occurred.

(b) Updating of Domain Name Registration Information

Registrars are responsible for updating domain name registration information such as registrant data, contact information, name server data, among others, after a transfer 'Undo' command is executed by Rightside. For example, upon completion of a transfer 'Undo' to return a domain name to Registrar A, Registrar A will have the responsibility to update registrant and contact information and reset the name servers as applicable.

(c) Provision of Physical Supporting Documentation

Rightside prefers that all supporting documentation be provided in electronic form and attached to the Request for Enforcement and/or Response to Request for Enforcement forms as appropriate. However, in the event that a Registrar must provide supporting documentation in a physical form, it must be submitted in the form and manner prescribed by Rightside.

(d) Subsequent Domain Name Registration Modifications

If there are subsequent domain name registration modifications that occur after the disputed transfer and Rightside renders a decision that the domain name(s) is to be returned to the Registrar of Record, Rightside will not reverse any of the subsequent transactions except in the case of additional transfers. The extent of Rightside's action will be to return sponsorship of the domain name registration to the Registrar of Record.

(e) Conflicting WHOIS Data

If the WHOIS data submitted pursuant to Section 3 of the Registrar Transfer Dispute Policy by the Filing and Non-Filing Registrars are inconsistent, Rightside will send a request to each Registrar requesting clarification of the Whois data at the time of the disputed transfer request and will place the First Level administrative proceeding in 'DISPUTE SUSPEND' status until such clarification is made or for a period not to exceed 90 days, whichever is sooner. While the "DISPUTE SUSPEND" status is in effect the time period for rendering a decision contemplated under Section 3.3 of the Registrar Transfer Dispute Resolution Policy shall stop running and shall resume upon termination of the "DISPUTE SUSPENSION" status.