

Restrictions Dispute Resolution Policy (RDRP)

- 1. Purpose.** This Restrictions Dispute Resolution Policy (the “RDRP”) is incorporated by reference into your .BIZ Registration Agreement. It sets out the terms and conditions that will apply in the event of a dispute between you (as the registrant) and a third party other than us (as the registrar) or the registry administrator for the .BIZ top-level domain over the registration or use of your domain name in violation of the .BIZ Registration Restrictions (available at www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm). Proceedings under Paragraph 4 of the RDRP will be conducted according to the Supplemental Rules for Restrictions Dispute Resolution Policy (the “[Supplemental RDRP Rules](#)”), which are available below, and the selected administrative dispute resolution service provider’s supplemental rules.
- 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 (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; (d) you will not knowingly use the domain name in violation of any applicable laws or regulations; (e) your domain name registration does not and will not violate the terms and conditions of the .BIZ Registration Restrictions. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights. It is also your responsibility to determine whether your domain name registration violates the .BIZ Registration Restrictions.
- 3. Cancellations, Transfers and Changes.** We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:
 - subject to the provisions of Paragraph 8, 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 an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under the RDRP or a later version of the RDRP adopted by ICANN.

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

ICANN policy, 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 one of the administrative dispute resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").

- **Applicable Disputes.** In addition to the grounds set out in Paragraph 4(a) of the UDRP, you will also be required to submit to a mandatory administrative proceeding in the event that a complainant asserts to a Provider that your domain is not being or will not be used primarily for a bona fide business or commercial purpose. In the administrative proceeding, the complainant will bear the burden of proving that the above elements is present. A complaint under the RDRP will not be considered valid if based exclusively on the alleged non-use of your domain name.
- **Bona Fide Business or Commercial Use.** "Bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
 1. to exchange goods, services, or property of any kind; or
 2. in the ordinary course of trade or business; or
 3. to facilitate the exchange of goods, services, information, or property of any kind or the ordinary course of trade or business.
- **Not a Bona Fide Business or Commercial Use.** Registering a domain name solely for the purposes identified below shall not constitute a "bona fide business or commercial use" of that domain name:
 1. selling, trading or leasing the domain name for compensation, or
 2. the unsolicited offering to sell, trade or lease the domain name for compensation.
 3. For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:
 1. Using or intending to use the domain name exclusively for personal, noncommercial purposes; or
 2. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (e.g., registering exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose).

- Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).
- Initiation of Proceeding and Process and Appointment of Administrative Panel. The [Supplemental RDRP Rules](#) state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the “Administrative Panel”).
- 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 Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by the RDRP or another dispute resolution policy adopted by ICANN.
- Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to the RDRP shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in the [Supplemental RDRP Rules](#), in which case all fees will be split evenly by you and the complainant.
- Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.
- Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.
- Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under the RDRP will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.
- 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 an Administrative 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 applicable Provider of the Administrative 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 the [Supplemental RDRP Rules](#). (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 Administrative 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 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. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under the RDRP except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

- **Transfers of a Domain Name to a New Holder.** 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 unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.
- **Changing Registrars.** You may not transfer your domain name registration to another registrar 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. You may transfer administration of your domain name registration to another registrar during a pending court action or

arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of the RDRP. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. **Policy Modifications.** We reserve the right to modify the RDRP at any time with the permission of ICANN. We will post the revised RDRP at (<http://www.neulevel.biz/ardp/docs/rdrp.html>) at least thirty (30) calendar days before it becomes effective. Unless this version of the RDRP has already been invoked by the submission of a complaint to a Provider, in which event the version of the RDRP 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 version of the RDRP, 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 RDRP will apply to you until you cancel your domain name registration.

SUPPLEMENTAL RULES FOR RESTRICTIONS DISPUTE RESOLUTION POLICY

1. **Purpose.** Administrative proceedings for the resolution of disputes under the Restrictions Dispute Resolution Policy (“RDRP”); shall be governed by the Rules for Uniform Domain Name Dispute Resolution Policy (“UDRP Rules”; www.icann.org/udrp/udrp-rules-24oct99.htm) as supplemented or modified by these Supplemental Rules for Restrictions Dispute Resolution Policy (the “Supplemental RDRP Rules”) and any supplemental rules of the dispute resolution service provider administering the proceedings.
2. **Definitions.** Defined terms in the [UDRP Rules](#) shall have the same meaning in these Supplemental RDRP Rules, subject to the following:
 1. Complaint based on UDRP and RDRP. If a complaint is based on the UDRP and the RDRP, the term “Policy” shall refer to the Uniform Domain Name Dispute Resolution Policy (“UDRP”) and the RDRP, and the term “Rules” shall refer to the UDRP Rules as supplemented or modified by these Supplemental RDRP Rules.
 2. Complaint based on the RDRP alone. If a complaint is based on the RDRP alone, the term “Policy” shall refer to the RDRP, and the term “Rules” shall refer to the UDRP Rules as supplemented or modified by these Supplemental RDRP Rules.
3. **RDRP Grounds.** A complaint pursuant to the RDRP (whether or not also based on the UDRP) shall describe, in accordance with Paragraph 4(a)-(c), the grounds on which the complaint is made including, in particular, the extent to which the domain name is not being or will not be used primarily for a bona fide business or

commercial purpose.

[Please note, dates are subject to change.]