

Rules of procedure for dispute resolution procedures for .ch and .li domain names

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I. General

1. Definitions

Blocking within the meaning of these Rules refers to the administrative blocking of a domain name, whereby the allocation or reallocation of a domain name to a third party, its transfer, and any modification of technical or administrative parameters is prohibited.

Claimant is a natural or legal person initiating Dispute resolution procedure with regard to one or more of Respondent's domain name(s) by invocation a right in a distinctive sign.

Conciliator is a person whom the Dispute resolution service provider has appointed in accordance with the Rules of procedure in order to conduct the Conciliation.

Contact data are all available addresses such as postal and email addresses as well as telephone and fax numbers.

Dispute resolution service provider is the institution instructed by the Registry with the administration of Dispute resolution procedure in accordance with these Rules of procedure.

Dispute resolution procedure is the procedure in accordance with these Rules of procedure which has been initiated by a Claimant against a Respondent with regard to one or more of the Respondent's domain name(s).

Domain name means a unique communication parameter, composed of a series of alphanumeric, ideographic or other characters which make it possible to identify a domain. In this context, it refers to a Second-Level Domain subordinated to the country-specific Top-Level Domain (country code Top-Level Domain, ccTLD) ".ch" or ".li".

Expert is a person whom the Dispute resolution service provider has appointed in accordance with these Rules of procedure to decide on the Dispute resolution procedure.

Holder is a natural or legal person whom the Registry has granted the right to use a domain name.

Registrars are entities entitled to undertake with the Registry the technical and administrative operations permitting, on behalf of third parties, registration of the desired domain names and to ensure the administrative handling of the registration.

Registry is the entity charged with the central organization, administration, and management, as well as the allocation and revocation of the rights of use of the ".ch" and ".li" ccTLDs. The task has been entrusted to the SWITCH Foundation by the Swiss Federal Office of Communications (OFCOM) for ".ch" and by the Office for Communications of Liechtenstein for ".li".

Registrar agreement is an agreement between a registrar and the Registry relating to the registration of domain names.

Respondent is the holder of the disputed domain name (or domain names), against which Dispute resolution procedure has been initiated.

Right in a distinctive sign is any right recognised by the legal system devolving from the registration or use of a sign, which protects the holder of the right from infringement of his interests as the result of registration or use of an identical or similar sign by third parties, including, but not limited to, the right in a registered business name, a personal name, a trade mark, a geographical indication and the defensive rights devolving from the law on unfair competition.

Rules of procedure are the present regulations for settlement of disputes between a Claimant and a Respondent concerning a domain name, which is binding for the Respondent as a result of the registration of a domain name and for the Claimant as a result of the submission of the request.

Written Notice is the notification of the Dispute resolution service provider to the Respondent regarding the commencement of the Dispute resolution proceeding in accordance with these Rules of procedure. It is sent by registered mail or other means that provide a delivery confirmation. It is intended to inform the Respondent that a request has been filed against it. The request (including any annexes) are not included in the Written Notice.

When the overall context requires it, reference to the singular includes the plural and conversely, and words used in the masculine form shall be construed as including the feminine form.

2. Dispute resolution service provider

(a) The Dispute resolution service provider shall be appointed by the Registry. Multiple Dispute resolution service providers may be appointed with administering the Dispute resolution procedure in accordance with these Rules of procedure. The Dispute resolution service providers appointed by the Registry shall be published on the Registry's website.

(b) The Registry and Registrar shall not be party to the Dispute resolution procedure, but shall participate in such procedure as provided for in these Rules of procedure.

(c) The Dispute resolution service provider shall be independent of the Registry and the Registrar and shall not be bound by instructions in the administration of Dispute resolution procedure.

(d) The Dispute resolution service provider shall be obliged to treat as confidential any non-public information which has become known to the Dispute resolution service provider in connection with the administration of the Dispute resolution procedure.

3. List of Conciliators and Experts

(a) The Dispute resolution service provider shall maintain and publish a list of Conciliators and Experts and their qualifications. The Dispute resolution service provider may appoint Experts and Conciliators from a common list. When making such appointments, the Dispute resolution service provider shall attempt to achieve a balanced consideration of the Conciliators and Experts present on its list.

(b) Conciliators must have knowledge of the area of dispute resolution as well as knowledge of the laws of Switzerland or Liechtenstein and must have good oral and written knowledge of one of the following languages in addition to English: German, French, Italian.

(c) Experts must have knowledge of the intellectual property law of Switzerland or Liechtenstein and must have good oral and written knowledge of one of the following languages in addition to English: German, French, Italian.

(d) The Dispute resolution service provider shall propose candidates who are in its opinion appropriate to OFCOM for approval. There is no right to be included in the list. The composition of the list may be adapted to future need in accordance with the experience of the Dispute resolution service provider.

(e) The Dispute resolution service provider may remove Conciliators and Experts from the list if they are no longer available for legal or factual reasons, or if in previous Dispute resolution procedures they have repeatedly failed to comply with the deadlines and provisions of these Rules of procedure.

4. Independence and neutrality of Conciliators and Experts

(a) Conciliators and Experts must be independent and neutral. Before acceptance of their appointment, they must disclose to the Dispute resolution service provider all circumstances which give rise to justifiable doubts as to their independence and/or neutrality.

(b) If new circumstances arise during the procedure which give rise to justifiable doubts as to the independence and/or neutrality of a Conciliator or Expert, the Conciliator or Expert concerned shall promptly disclose these circumstances to the Dispute resolution service provider.

(c) A Conciliator or Expert appointed in Dispute resolution procedure shall not represent any of the parties in the same matter in subsequent court, arbitration or mediation proceedings.

5. Replacement of a Conciliator or Expert

(a) The Dispute resolution service provider may replace a Conciliator or Expert if, after appointment of the Conciliator or Expert concerned, in the opinion of the Dispute

resolution service provider, justifiable doubts arise as to his independence and/or neutrality.

(b) Within five (5) calendar days of the appointment of a Conciliator or Expert a party may present (via email to the Dispute resolution service provider) circumstances which give rise to justifiable doubts as to the independence and/or neutrality of the Conciliator or Expert concerned. In this case, the Dispute resolution service provider decides conclusively in accordance with sub-paragraph (a), unless the Conciliator or Expert concerned recuses himself.

(c) The Dispute resolution service provider may replace a Conciliator or Expert appointed in Dispute resolution procedure if he has become incapable, for legal or factual reasons, of fulfilling his obligations as part of the Dispute resolution procedure concerned, or fails to fulfil these obligations within a reasonable time.

(d) The Dispute resolution service provider may replace a Conciliator or Expert if both parties have applied (via email to the Dispute resolution service provider) for the replacement of the Conciliator or Expert concerned within five (5) calendar days of appointment. In this case the Dispute resolution service provider may, in consideration of the circumstances of the individual case, determine that the replaced Conciliator or Expert be paid all or part of the Conciliator's or Expert's share of the fee in accordance with the Dispute resolution service provider's schedule of fees. The parties shall bear the additional costs caused thereby in equal shares, unless they have agreed a different division of these additional costs.

6. Notifications and periods of time

(a) The request (including any annexes) shall be sent by the Dispute resolution service provider in electronic form to all email addresses which

- i. have been communicated to the Dispute resolution service provider by the Registry regarding the Holder of the disputed domain name, and
- ii. have been communicated to the Dispute resolution service provider by the Claimant or the Respondent as the Holder's Contact Data, if these differ from the email addresses specified under (i).

(b) The Written Notice shall be physically transmitted by the Dispute resolution service provider by registered mail or by other means that provide a delivery confirmation, to postal addresses which:

- i. have been communicated to the Dispute resolution service provider by the Registry regarding the Holder of the disputed domain name, and
- ii. have been communicated to the Dispute resolution service provider by the Claimant or the Respondent as the Holder's Contact Data, if these differ from the email addresses specified under (i).

(c) All other communications relating to the procedure shall be made by email.

(d) Each party must update its Contact Data by communication to the other party, the Dispute resolution service provider, and the Registrars.

(e) Except as otherwise provided in these Rules of procedure or in an Expert's decision, all communications provided for in these Rules of procedure shall be deemed to have been made on the date which in the case of transmission

- i. by fax is specified on the confirmation of transmission,
- ii. by post or courier service is entered on the acknowledgement of receipt,
- iii. by email is the demonstrable date of transmission.

(f) Except as otherwise provided in these Rules of procedure, all periods of time which are triggered by a communication according to these Rules of procedure commence on the calendar day following the earliest date of transmission determined according to the provisions of sub-paragraph (e).

(g) In special cases the Dispute resolution service provider, or, during the term of his appointment, a Conciliator or Expert, may extend the periods of time laid down in these Rules of procedure for a limited period on justified application by one party before the deadline or at his own discretion.

(h) All communications

- i. from a Conciliator or an Expert to a party shall also be communicated to the Dispute resolution service provider and the other party,
- ii. from the Dispute resolution service provider to a party shall also be communicated to the other party and, for the term of his appointment, to the Conciliator or Expert,
- iii. from one party shall be communicated to the Dispute resolution service provider as well as, after the commencement of the Dispute resolution procedure, to the other party and, for the term of his appointment, to the Conciliator or Expert.

7. Language of the procedure

(a) The procedure shall be conducted at the Claimant's choice in English, German, French or Italian.

(b) Documents submitted as evidence which are in a language other than the language of the procedure may be submitted in the original language. The Dispute resolution service provider, Conciliator or Expert may order the submission of a full or partial translation of such documents into the language of the procedure at the expense of the party concerned.

8. Suspension of the procedure and settlement

(a) On justified request from the Claimant, the Dispute resolution service provider or, during the term of his/her appointment, the Conciliator or Expert may suspend the Dispute resolution procedure for a reasonable period of time. The procedure may specifically be suspended if the parties conduct settlement negotiations. During the duration of the suspension, the domain name remains administratively blocked.

(b) If a settlement is reached between the parties, the Dispute resolution service provider instructs the Registry, depending on outcome of the settlement:

- i. to transfer the domain name to the Claimant;
- ii. to revoke the domain name;
- iii. to lift the blocking in favour of the Respondent.

Upon confirmation by the Registry that the parties' settlement agreement has been implemented, the Dispute resolution service provider will dismiss the Dispute resolution procedure. The Registrar is required to cooperate with the Registry during the entire process of revocation or transfer of the domain name.

(c) If no settlement is reached, the procedure will be resumed immediately by the Dispute resolution service provider or, during the period of its appointment, the Conciliator or Expert. The Dispute resolution service provider or, during the period of its appointment, the Conciliator or Expert may also resume the Dispute resolution procedure at the request of either or both parties.

9. Unnecessary or impossible continuation of the procedure

If continuation of the Dispute resolution procedure becomes unnecessary or impossible for any reason before a decision is rendered, the Dispute resolution service provider or, during the term of his appointment, the Conciliator or Expert, shall terminate the Dispute resolution procedure, unless a party raises justified objections within a period stipulated by the Dispute resolution service provider, the Conciliator or the Expert.

10. Court proceedings

(a) These Rules of procedure do not prevent the parties from submitting the dispute to a competent court of justice for independent decision.

(b) A party, which initiates court proceedings in the same matter during Dispute resolution procedure, shall promptly notify the Dispute resolution service provider.

(c) If a civil action is initiated before or during the Dispute resolution procedure, the Dispute resolution service provider will, upon receipt of a copy of the complaint, file-stamped by the clerk of the court, compulsorily terminate the Dispute resolution

procedure and inform the parties and, during the period of its appointment, the Conciliator or Expert about the termination of the procedure.

11. Fees

(a) The Claimant shall bear the fees of the Dispute resolution procedure laid down in the Dispute resolution service provider's schedule of fees, except as otherwise provided in paragraph 5(d), 11(d), 17(d) or 22. If a Conciliator or Expert is not appointed, the Dispute resolution service provider shall refund to the Claimant a part of the fee paid by him as specified in the Dispute resolution service provider's schedule of fees.

(b) The Dispute resolution service provider is not obliged to take any action before it receives the fees laid down in its schedule of fees.

(c) If the Dispute resolution service provider does not receive the fees within ten (10) calendar days after receipt of the request, or, in the case of the fees due for the Expert decision, within ten (10) calendar days of receipt of the continuation application according to paragraph 19(ii), the request shall be deemed to have been withdrawn and the Dispute resolution service provider shall declare the Dispute resolution procedure terminated.

(d) In special and justified cases, the Dispute resolution service provider may demand the payment of additional fees from one or both parties. Paragraphs 5(d), 17(d) and 22 remain unaffected by this.

II. Conduct of the procedure

A. Request and response

12. Request

(a) The Dispute resolution procedure is initiated by the submission of a request to the Dispute resolution service provider in accordance with these Rules of procedure.

(b) The request (including any annexes) shall be submitted to the Dispute resolution service provider in electronic form and shall include the following information:

- i. the disputed domain name,
- ii. the names and Contact Data of the Claimant,
- iii. if the Claimant is represented in the Dispute resolution procedure, the names and Contact Data of the representative and a corresponding power of attorney,
- iv. the name of the Respondent as well as all Contact Data of the Respondent known to the Claimant and of any representative of the Respondent in sufficient detail to allow the Dispute resolution service

provider to send the request and the Written Notice as described in paragraphs 6(a) and 6(b),

- v. the remedy requested, i.e. a declaration as to whether the Claimant requests the transfer or revocation of the domain name,
- vi. a justification of why the allocation or use of the domain name to, respectively, by the Respondent constitutes an infringement of a Right in a distinctive sign which the Claimant owns under the law of Switzerland (in disputes over a domain name under the ccTLD ".ch") or Liechtenstein (in disputes over a domain name under the ccTLD ".li"). This part of the request shall be limited to a maximum of 5000 words,
- vii. a statement concerning a civil action which was or continues to be pending with regard to the disputed domain name,
- viii. a confirmation that the Claimant has arranged for payment to the Dispute resolution service provider of the fees due in accordance with paragraph 11 and the schedule of fees,
- ix. the following concluding statements, followed by the signature of the Claimant or his authorised representative:

“The Claimant states that his claims and rights pertaining to the allocation or use of the domain name, the Dispute resolution procedure or its completion are directed solely against the Holder and waives all such claims against the Registry and Registrar or the Dispute resolution service provider, as well as its institutions, board members, employees and representatives, as well as against Conciliators and Experts appointed by the Dispute resolution service provider, in so far as these claims are not based on intentional or grossly negligent misconduct.”

“The Claimant states that to its knowledge the information contained in this request is complete and accurate, and that this request is not being submitted abusively.”

(c) If the Claimant applies for the appointment of an Expert, if no Conciliation takes place or, if Conciliation does take place but does not lead to a settlement, the request shall include the following complementary information in addition to the information listed in sub-paragraph (b):

- i. the application to appoint an Expert, if no Conciliation takes place or, if Conciliation does take place, but has not led to a settlement,
- ii. a declaration that, with regard to any court proceedings initiated by the Respondent against a decision ordering the transfer or revocation of the domain name, the Claimant submits to the jurisdiction of the courts of Zurich.

(d) Documents and other evidence, particularly with reference to the Right in a distinctive sign claimed with regard to the domain name shall be appended to the

request in electronic form, together with a schedule indexing such evidence. The Dispute resolution service provider or, during the period of its appointment, the Conciliator or Expert, may request the submission of the original if there are reasonable doubts as to the authenticity of such evidence.

(e) The request may relate to more than one domain name provided that all domain names are registered for the same Respondent.

13. Blocking of the domain name

(a) The Dispute resolution service provider shall notify the Registry and Registrar immediately upon its receipt of the request at the Dispute resolution service provider.

(b) The Registry shall – during office hours (Monday to Friday, 8 am to 5 pm) – carry out the administrative blocking of the disputed domain name immediately after receipt of this notification for the duration of the Dispute resolution procedure, as well as, where applicable according to paragraph 26(c), beyond the Dispute resolution procedure.

(c) The administrative blocking shall be lifted by the Registry as a result of an agreement pursuant to paragraph 18 or a decision pursuant to paragraph 24 and the domain name shall be revoked, transferred to the Claimant or released in favour of the Respondent, depending on the outcome of the procedure. The same applies if a settlement is reached pursuant to paragraph 8(b) or if the procedure is otherwise terminated (paragraphs 9 and 10).

14. Transmission of the request

(a) The Dispute resolution service provider shall review the request for compliance with the formal requirements of these Rules of procedure. A formally correct request (including annexes) and Written Notice shall be transmitted by the Dispute resolution service provider to the Respondent in the manner indicated in paragraphs 6(a) and 6(b), if possible within three (3) working days (as observed at the Dispute resolution service provider's place of business) after receipt of the fees paid by the Claimant as per paragraph 11 and the Dispute resolution service provider's schedule of fees.

(b) If the request does not meet the formal requirements of these Rules of procedure, the Dispute resolution service provider shall promptly inform the Claimant of the type of deficiencies identified and shall request the Claimant to rectify the deficiencies within five (5) calendar days. If the Claimant does not rectify the deficiencies, upon expiry of the deadline the request shall be deemed to have been withdrawn and the Dispute resolution service provider shall declare the Dispute resolution procedure terminated. The Claimant is free to submit a further request relating to the same matter.

(c) The date of commencement of the Dispute resolution procedure shall be the following calendar day, on which the Dispute resolution service provider transmits the request and the Written Notice to the Respondent in accordance with paragraphs 6(a) and 6(b). In the event of discrepancies concerning the transmission of the request and the Written Notice, the transmission of the Written Notice shall take precedence.

(d) The Dispute resolution service provider shall inform the Claimant, the Respondent, the Registry and the Registrar of the date of commencement of the Dispute resolution procedure.

15. Response

(a) The Respondent shall submit a response to the Dispute resolution service provider within twenty (20) calendar days of the date of commencement of the Dispute resolution procedure, determined in accordance with paragraph 14(c).

(b) The response (including any annexes) shall be submitted in electronic form and shall contain the following information:

- i. a response to the statements and allegations contained in the request including a defence of why the domain name should remain with the Respondent (this part of the response shall be limited to a maximum of 5000 words),
- ii. the names and Contact Data of the Respondent,
- iii. if the Respondent is represented in the Dispute resolution procedure, the names and Contact Data of the representative and a corresponding power of attorney,
- iv. a declaration of any court proceedings which was or continues to be pending with regard to the domain name,
- v. the following concluding statements, followed by the signature of the Respondent or his authorised representative:

“The Respondent states that to its knowledge the information contained in this response is complete and accurate, and that this response is not being submitted abusively.”

(c) The Response shall be accompanied by documents and evidence in electronic form on which the Respondent relies, together with a schedule indexing such evidence.

(d) If the Respondent does not submit a response within the period specified in subparagraph (a) and also does not otherwise express his readiness to participate in a Conciliation procedure, the Dispute resolution service provider shall declare the Dispute resolution procedure terminated, unless the Claimant has made an application for the appointment of an Expert according to paragraph 12(c). If the Claimant has made such an application, the Dispute resolution service provider shall inform the parties and give the Claimant an opportunity to apply for the continuation of the procedure in accordance with paragraph 19.

B. Conciliation

16. Appointment of the Conciliator

(a) If the Respondent has submitted a response within the period specified in paragraph 15(a) or has otherwise indicated its readiness to participate in a Conciliation procedure, the Dispute resolution service provider shall appoint a single Conciliator from its list, taking into account availability, the qualifications required in the individual case and any agreement between the parties.

(b) The appointment shall be made, if possible, within five (5) working days (according to the Dispute resolution service provider's valid calendar) as of receipt of the response or on expiry of the period specified for its submission.

(c) A Conciliator shall not be appointed as an Expert within the same Dispute resolution procedure, unless the parties have requested such an appointment by agreement and in writing.

17. Conciliation conference

(a) After the appointment of the Conciliator, the Dispute resolution service provider shall send the Conciliator the case file in electronic form, inform the parties of the name of the Conciliator and set the time of the Conciliation conference in consultation with the Conciliator.

(b) The Conciliation conference shall take place within twenty (20) calendar days of the appointment of the Conciliator, except in extraordinary circumstances. If no Conciliation conference takes place within this period or if it does not lead to an agreement, the Dispute resolution service provider shall terminate the Dispute resolution procedure, unless the Claimant has submitted an application for the appointment of an Expert according to paragraph 12(c) or paragraph 19(b). If the Claimant has made such an application, the Dispute resolution service provider shall inform the parties and give the Claimant an opportunity to apply for continuation of the procedure in accordance with paragraph 19.

(c) The Conciliator shall promote the settlement of the dispute between the parties in a manner which he deems appropriate subject to compliance with these Rules of procedure. However, he shall have no authority to impose a specific result on the parties.

(d) The Conciliation conference takes place in the form of a telephone conference between the Conciliator and the parties lasting a maximum of one hour. If the parties by agreement wish to continue the Conciliation beyond this, they shall bear the resulting extra costs in equal shares, unless they have agreed a different division of these extra costs. The Conciliator shall inform the Dispute resolution service provider of such a continuation of the Conciliation and shall suspend the Dispute resolution procedure in accordance with paragraph 8.

(e) Unless the parties have agreed otherwise, the Conciliator and the parties are obliged to respect the confidentiality of the Conciliation conference. In particular, they shall not use or disclose any non-public information which they have acquired in the course of the Conciliation conference.

18. Conclusion of the Conciliation conference

(a) The Conciliator shall promptly inform the Dispute resolution service provider of the conduct of the Conciliation conference and its outcome. The Conciliator shall record a settlement reached between the parties in a brief document and shall transmit one copy of this document electronically to each of the parties. Each party shall electronically transmit the Dispute resolution service provider a signed copy of this document within ten (10) calendar days.

(b) If it receives the signatures of both parties within the deadline on one or more copies of the document which records a settlement, the Dispute resolution service provider shall electronically furnish each party with one copy of the document signed by the other party and shall declare the Dispute resolution procedure terminated. Otherwise, or if no agreement has been reached between the parties, the Dispute resolution service provider shall declare the Dispute resolution procedure terminated, unless the Claimant has made an application for the appointment of an Expert in accordance with paragraph 12(c). If the Claimant has made such an application, the Dispute resolution service provider shall inform the parties and give the Claimant an opportunity to apply for continuation of the procedure in accordance with paragraph 19.

C. Expert's decision

19. Continuation of the procedure

The Dispute resolution procedure shall be continued if the Claimant

- i. has applied in the request for the appointment of an Expert according to paragraph 12(c), or
- ii. has made an application within ten (10) calendar days of the notification according to paragraph 15(d), or paragraph 17(b), or paragraph 18(b) for the appointment of an Expert for the continuation of the Dispute resolution procedure, and
- iii. has arranged within the period specified in sub-paragraph (ii) for the payment of the corresponding fees as per paragraph 11 and the schedule of fees.

20. Appointment of the Expert

(a) If the Dispute resolution procedure is continued in accordance with paragraph 19, the Dispute resolution service provider shall appoint a single Expert from its list, taking into account availability, the qualifications required in the individual case and any agreement between the parties.

(b) If possible, the appointment shall take place within five (5) working days (according to the Dispute resolution service provider's valid calendar) of the date on which the prerequisites in paragraph 19 for the continuation of the Dispute resolution procedure are fulfilled.

(c) After the appointment of the Expert, the Dispute resolution service provider shall send the Expert the case file electronically and inform the parties of the name of the Expert.

21. General powers of the Expert

(a) The Expert shall conduct the Dispute resolution procedure in the manner he deems appropriate, in compliance with these Rules of procedure. He shall ensure that the parties are treated equally and that each party has an opportunity to properly present its case in accordance with the Rules of procedure.

(b) The Expert shall determine the admissibility, relevance, materiality and weight of the evidence.

(c) At his discretion the Expert may request further statements or documents in addition to the request and the response or accept such further statements or documents on justified application by one party.

22. In-person hearings

With the exception of the Conciliation conference described in paragraph 17 there shall be no in-person hearings (including telephone, video or Internet conferences), unless a party has applied for such an in-person hearing to take place. In this case the party concerned shall bear the extra costs due to the in-person hearing, unless, by way of exception, the Expert orders for such costs to be split.

23. Default

If a party without due cause fails to comply with the time periods laid down in these Rules of procedure or specified by the Expert, the Expert shall decide on the request on the basis of the case file. Paragraphs 11(c) and 14(b) remain unaffected.

24. Decision

(a) The Expert shall decide on the request on the basis of the pleadings of both parties and the submitted documents in conformity with these Rules of procedure.

(b) The Expert may only order the revocation or transfer of the domain name, depending on the remedy requested in the request, or reject the request.

(c) The Expert shall grant the request if the allocation or use of the domain name constitutes a clear infringement of a Right in a distinctive sign which the Claimant owns under the law of Switzerland (in disputes over a domain name under the ccTLD ".ch") or Liechtenstein (in disputes over a domain name under the ccTLD ".li").

(d) In particular, a clear infringement of an intellectual property right exists when

- i. both the existence and the infringement of the claimed Right in a distinctive sign clearly result from the wording of the law or from an acknowledged interpretation of the law and from the presented facts and are proven by the evidence submitted; and
- ii. the Respondent has not conclusively pleaded and proven any relevant grounds for defence; and
- iii. the infringement of the right justifies the transfer or revocation of the domain name, depending on the remedy requested in the request.

(e) The decision shall be briefly substantiated and indicate its date of issue and the name of the Expert.

(f) The Expert shall ensure that the Dispute resolution procedure proceeds with due expedition. In so far as no special circumstances apply, the Expert shall communicate his decision to the Dispute resolution service provider within fourteen (14) calendar days of his appointment, in electronic form.

25. Communication and publication of the decision

(a) The Dispute resolution service provider shall transmit an electronic version of the decision to the parties, the Registrar and the Registry. Subsequently, a decision signed by the Expert will be sent to the parties in electronic form by email.

(b) All decisions made in accordance with these Rules of procedure shall be published unabridged on the Internet. The parties' names and other personal information may only be published if such details are essential in order to understand the decision.

26. Implementation of the decision

(a) Apart from the case provided for in sub-paragraph (b), a decision ordering the revocation or transfer of the domain name shall be implemented by the Registry upon expiry of a period of twenty (20) working days (according to the valid calendar in the city of Zurich) from the date of transmission of the electronic version of the decision to the parties, the Registrar and the Registry.

(b) If within this period of twenty (20) working days (according to the valid calendar in the city of Zurich) the Respondent sends the Registry an official document concerning the initiation of a civil action (such as a copy of a complaint, file-stamped by the clerk of the court) in the jurisdiction to which the Claimant has submitted itself in accordance with paragraph 12(c)(ii) of these Rules of procedure, the Registry shall not implement the decision and informs the Dispute resolution service provider and the parties accordingly.

(c) Until the implementation of the decision, or until the definitive termination of court procedure according to sub-paragraph (b), the domain name shall remain blocked. Pursuant to subparagraph (b), this is without prejudice for a civil court to decide otherwise.

III. Concluding provisions

27. Exclusion of liability

Except in cases of intentional or grossly negligent misconduct, the Dispute resolution service provider, the Registry, a Conciliator or an Expert shall not be liable to the parties for acts and omissions in connection with a Dispute resolution procedure under these Rules of procedure.

28. Language versions and amendments to the Rules of procedure

(a) These Rules of procedure are equally binding in the English, German, French and Italian version. However, in the event of discrepancies between these language versions the German version shall take precedence.

(b) The Registry may amend these Rules of procedure at any time after consultation with the Dispute resolution service provider. Changes require the approval of OFCOM.

(c) Amendments shall enter into force upon expiry of thirty (30) calendar days after the publication of the amended version of these Rules of procedure on the Registry's website. The version applicable to Dispute resolution procedure is the one in force at the time of submission of the request to the Dispute resolution service provider.