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# .NYC NEXUS ENFORCEMENT & DISPUTE RESOLUTION

01 MAY 2025



## **Nexus Enforcement Rules**

1. **Registry Spot Checks and Enforcement for Continuing Compliance with Nexus Requirements** In addition, the Registry Operator will:
  - i. institute a post-registration random Nexus spot check process as well as
  - ii. investigate specific complaints received from interested third parties. In the event that the Registry Operator determines that a registrant has not met the Nexus Policy, the Registrant's domain name(s) shall be locked (preventing the domain name from being updated or transferred). A communication shall be sent to the Registrant requiring it to submit evidence that it is in fact compliant with the Nexus Policy.
  - a. If the determination was made by the Registry Operator as a result of a random spot check, the Registrant shall be provided thirty (30) calendar days to submit evidence of compliance with the Nexus policies. If within that 30-day period the Registrant is able to demonstrate its compliance, the complaint shall be dismissed. If the Registrant is unable to demonstrate compliance, then the Registry Operator shall make an initial determination that the Registrant is in fact not in compliance with the Nexus Policy and shall give the Registrant a period of thirty (30) calendar days to cure the deficiency ("Cure Period"). Failure to remedy the deficiency within the Cure Period shall result in the immediate deletion of the domain name.
  - b. If the determination was made by the Registry Operator as a result of a third party complaint, the Registrant shall be given ten (10) calendar days to provide evidence of compliance with the Nexus policies. If within that 10-day period the Registrant is able to demonstrate its compliance, the complaint shall be dismissed. If the Registrant is unable to demonstrate its compliance, then the Registry Operator shall make an initial determination that the Registrant is in fact not in compliance with the Nexus Requirements and shall give the Registrant a period of ten (10) calendar days to cure the deficiency ("Cure Period"). Failure to remedy the deficiency within the Cure Period shall result in the immediate deletion of the domain name.

Under this process, the only remedy available is the deletion of the domain name. Domain names will not be transferred to any third-party complainant that avails itself of this process.

2. **Third-Party Independent-Dispute Process** In addition to the Registry spot checks and enforcement actions in response to third-party complaints, a third party may challenge a Registrant's compliance with .nyc Nexus Policy by utilizing the third-party challenge mechanism called the .nyc Nexus Dispute Resolution Policy that provides a legal and



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policy framework for resolution of any such dispute. A complainant may choose to do this for a variety of reasons, including, but not limited to:

- a. disagreement with a determination by the Registry Operator that the registrant meets Nexus policies, or
- b. a desire to have the name transferred to it if in fact:
  - i. the Registrant does not meet Nexus policies, and
  - ii. the complainant is able to demonstrate compliance with Nexus policies.

If a Nexus dispute is initiated pursuant to the .nyc Nexus Dispute Resolution Policy, it may be submitted to an approved Nexus Dispute Resolution Service Provider. The approved Nexus Dispute Resolution Service Provider must follow the .nyc Nexus Dispute Resolution Policy and the document, Rules for Nexus Dispute Policy (collectively referred to as the “NDRP”), but may also add its own supplemental rules so long as such rules do not conflict with the NDRP. The Rules for Nexus Dispute Policy are located at [www.ownit.nyc](http://www.ownit.nyc).

### **.nyc Nexus Dispute Resolution Policy**

#### **1. Purpose**

This Nexus Dispute Policy (the “Policy”) has been adopted by the .nyc Registry , and approved by the City of New York (“City”). It is incorporated by reference into the .nycTLD Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the .nycTLD (as the “Registry”) over the registration and use of an Internet domain name registered by you in violation of the Nexus Requirements set forth at [www.ownit.nyc/policies](http://www.ownit.nyc/policies) Proceedings under Paragraph 3 of this Policy will be conducted according to the Rules for the nycTLD Nexus Dispute Resolution Policy (the “Rules”).

#### **2. Your Representations**

By applying to register a domain name, registering 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 nycTLD Registration Agreement are complete and accurate; (b) you are not registering the domain name for an unlawful purpose; and (c) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration is in compliance with the nycTLD Registration Agreement.

#### **3. Mandatory Administrative Proceeding**

You are required to submit to a mandatory administrative proceeding in the event that a third party (a “Complainant”) asserts to the dispute provider (“Provider”), in



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compliance with the Rules, that your domain name has been registered or is being used in violation of the Nexus Requirements.

- a. Evidence of Noncompliance with .nyc Nexus — For the purposes of Paragraph 3, the following circumstances, in particular but without limitation, if found by the Provider to be present, shall be evidence of noncompliance with the Nexus Requirements: You are neither any natural person or legal entity, or organization, or association that can show an economic, cultural, historical, social or lawful connection to the City of New York.
- b. Initiation of Proceeding and Process and Appointment of Panelist — The Rules state the process for initiating and conducting a proceeding and for appointing the dispute provider panelist that will decide the dispute (“Panelist”).
- c. Fees — All fees charged by Provider in connection with any dispute before a Panelist pursuant to this Policy shall be paid by the Complainant.
- d. Our Involvement in Administrative Proceedings — We do not, and will not, participate in the administrative proceedings or conduct of any proceeding before a Panelist. In addition, we will not be liable as a result of any decisions rendered by the Panelist.
- e. Remedies — The remedies available to a Complainant pursuant to any proceeding before a Panelist shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the Complainant (the latter provided that the Complainant can demonstrate that it is otherwise eligible to register the .nyc domain name).
- f. Notification and Publication — The Provider shall notify us of any decision made by a Panelist with respect to a domain name you have registered with us.
- g. Availability of Court Proceedings — The mandatory administrative proceeding requirements set forth in Paragraph 3 shall not prevent either you or the Complainant against the Registrant from submitting the dispute to a court of competent jurisdiction located in the City of New York in the United States for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If a Panelist ultimately decides that your domain name registration should be canceled, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by Provider of the Panelist’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. If we receive such documentation within the ten (10) business day period, we will not implement the Panelist’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.

4. 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 3 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

5. 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.

6. Maintaining the Status Quo

We will not cancel, activate, deactivate, or otherwise change the status of any domain name registration pursuant to an action brought under this Policy except as provided in Paragraph 3 above.

7. Transfers During a Dispute

- a. 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 3 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.
- b. Changing Registrars—You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 3 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 this Policy. 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 and to this Policy.

#### 8. Policy Modifications

We reserve the right to modify this Policy at any time, subject to City of New York approval. We will post our revised Policy at [www.ownit.nyc](http://www.ownit.nyc) 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 the 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 Nexus Dispute Policy (The “Rules”)

Administrative proceedings for the resolution of disputes under the Nexus Dispute Resolution Policy adopted by the .nyc Registry shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

#### 1. Definitions In these Rules:

- a. “Complainant” means the person or entity initiating a complaint concerning a domain name registration. “City” refers to the City of New York.
- b. “Mutual Jurisdiction” means a court jurisdiction in the United States at the location of either: (a) the principal office of the Registrar of the domain name in question; or (b) the domain name holder’s address as shown for the registration of the domain name in the registry’s registration database (WHOIS or RDAP) at the time a complaint is submitted to a Provider. If neither address in (a) or (b) of this definition are located within the United States, then Mutual Jurisdiction shall lie in solely in the State of New York.
- c. “Nexus Requirements” means those requirements set forth in the Nexus Policy and related documents at [www.ownit.nyc](http://www.ownit.nyc).



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- d. "Panel" means an administrative panel appointed by a Provider to decide a complaint concerning a domain name registration.
- e. "Panelist" means an individual appointed by a Provider to be a member of a Panel.
- f. "Party" means a Complainant or a Respondent.
- g. "Policy" means the Nexus Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement. The Policy can be found at [www.ownit.nyc/policies](http://www.ownit.nyc/policies).
- h. "Provider" means a dispute-resolution service provider performing services under agreement with the registry administrator, as approved by City of New York. A list of such Providers appears here.
- i. "Registrar" means the entity with which the Respondent has registered a domain name that is the subject of a complaint.
- j. "Registration Agreement" means the agreement between a Registrar and a domain name holder.
- k. "Respondent" means the holder of a domain name registration against which a complaint is initiated.
- l. "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, file size and format modalities, the means for communicating with the Provider and the Panel, and the form of cover sheets.
- m. "Written Notice" means hard copy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the Respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted or provided the complaint including any annexes to the Respondent by the means specified herein. Written notice is not satisfied by merely sending a hardcopy of the complaint itself or of any annexes to the Respondent.

## 2. Communications

- a. When forwarding a complaint electronically 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 Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in the registry's registration database (Whois or RDAP) for the registered



- domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and
- ii. sending the complaint, including any annexes, in electronic form by e-mail to:
  - 1. the e-mail addresses for those technical, administrative, and billing contacts;
  - 2. postmaster@[the contested domain name]; and
  - 3. 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 e-mail address shown or e-mail links on that web page; and
- iii. sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant under Paragraph 3(b)(v).
- b. Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available). Faxed or mailed copies of communications may be made available by the Provider upon request, but in no event shall such provision alter a deadline specified under the Policy or Rules.
- c. Any communication to the Provider or the Panel shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.
- d. All communications shall be made in English.
- e. Either Party may update its contact details by notifying the other Party, the Provider, and the Registrar.
- f. 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 via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable
  - ii. if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or:
  - iii. if by postal or courier service, on the date marked on the receipt.
- g. Except as otherwise provided in these Rules, 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 2(f).

- 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. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under paragraph 2(a)(i).
- 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, if no Panel is yet appointed, the Provider).

### 3. The Complaint

- a. Any person or entity may initiate a nexus dispute by submitting a complaint in accordance with the Policy and these Rules to any Provider.
- b. The complaint including any annexes shall be submitted in electronic form in the manner designated by the Provider's Supplemental Rules and shall:
  - i. request that the complaint be submitted for decision in accordance with the Policy and these Rules and describe why the domain name registration should be considered subject to the Policy;
  - ii. provide the full name, postal and e-mail addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
  - iii. specify a preferred method for communications directed to the Complainant in the administrative proceeding (including the person to be contacted, medium, and address information) for each of: (A) electronic-only material; and (B) material including hard copy (where applicable);
  - iv. designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (which candidates may be drawn from any .nyc Registry-approved Provider's list of panelists);
  - v. provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone



- and telefax numbers) 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 required by Paragraph 2(a);
- vi. specify the domain name(s) that is/are the subject of the complaint;
  - vii. identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
  - viii. describe, in accordance with the Policy, the grounds on which the complaint is made including, the extent to which the domain name(s) is/are being used in violation of the Policy. The description shall comply with any word or page limitations set forth in the Provider's Supplemental Rules.
  - ix. 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;
  - x. state that the Complainant will comply with any challenges to a decision in the administrative proceeding to delete the domain name;
  - xi. conclude with the following statement followed by the signature (in any electronic format) 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) the registrar; (c) the registry administrator (GoDaddy Registry); (d) the Internet Corporation for Names and Numbers ; and (e) the City of New York, 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
  - xii. annex any documentary or other evidence and, if the Complainant seeks a transfer of the domain name, any documentation demonstrating that the Complainant in fact would meet the Nexus Requirements if the domain name is transferred, 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 immediately notify the Registry of the pending dispute. Upon notification by the Provider of the pending dispute, the domain name shall be “locked” by the Registry until the matter is resolved. While in a “locked” position, Registrant may not (i) change any of the contact information for that particular domain name, or (ii) transfer the domain name to any third party.
- b. The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, electronically to the Respondent and shall send Written Notice of 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 16.
- c. 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.
- d. 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 sending the complaint to the Registrant.
- e. The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and the .nyc Registry of the date of commencement of the administrative proceeding.

#### 5. Appointment of the Panel or Panelist and Timing of Decision.

- a. Each Provider shall maintain and publish a publicly available list of Panelists and their qualifications.
- b. If the Complainant has not elected a three-member Panel (Paragraph 3(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider (per Paragraph 8), or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.
- c. If the Complainant elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures



identified in Paragraph 5(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant.

- d. Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from this list of Panelists.
  - e. In the event that either the Complainant or the Respondent elects a three-member Panel, 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 list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.
  - f. 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.
6. **Impartiality and Independence** An appointed 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.
7. **Initial Provider Decisions**
- a. The Provider shall make an initial evaluation of the complaint on the basis of the statements and documents submitted by the Complainant in accordance with the Policy, these Rules, the Supplemental Rules and any other rules and principles of law that it deems applicable.
  - b. In the event that the Provider finds that the Complainant has not established a prima facie case that Respondent has not met any of the Nexus Requirements, the Provider shall issue a letter to the Complainant denying its challenge. In



addition, the Provider shall communicate the full text of the decision to each Party, and the concerned Registrar(s).

- c. In the event that the Provider finds that the Complainant has established a prima facie case that Respondent has not met any of the Nexus Requirements, the Provider shall electronically issue a letter to Respondent to submit evidence of compliance with the Nexus Requirements ("Letter").
8. Registrant Response to Letter If the Provider issues a Letter, Respondent shall have a period of thirty (30) calendar days (the "Response Period") from the date of the Letter to submit evidence of compliance with the Nexus Requirements. The response shall be submitted electronically in the manner designated by the Provider's Supplemental Rules:
- a. specifically respond to the statements contained in the Letter and include any and all bases for the Respondent to retain registration and use of the disputed domain name on the basis of being in compliance with the Nexus Requirements;
  - b. provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;
  - c. 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 or, if applicable that no other such legal proceedings that have been commenced or terminated;
  - d. state that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(a);
  - e. conclude with the following statements 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."; "Respondent waives all such claims and remedies against: (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing; (b) the registrar; (c) the registry administrator (GoDaddy Registry); (d) the Internet Corporation for Names and Numbers; and (e) the City of New York, as well as their directors, officers, employees, and agents." and
  - f. annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.



9. Panelist Evaluation of Response / Period to Cure

- a. If, within the Response Period, Respondent submits evidence establishing any of the Nexus Requirements, the Panelist shall issue, within fifteen (15) business days from the end of the Response Period, a written finding directing that Respondent be permitted to keep the domain name. In addition, the Provider shall communicate the full text of the Panelist decision to each Party and the concerned Registrar(s).
- b. If the Panel determines that the evidence submitted fails to demonstrate that the Respondent met any of the Nexus Requirements prior to the date the Policy was invoked, the Panel shall issue, within fifteen (15) business days from the end of the Response Period, a finding that Respondent has failed to meet the Nexus Requirements ("Nexus Failure Finding") and shall communicate such Nexus Failure Finding to each Party.
- c. If the Respondent does not respond within the Response Period, the Provider shall issue a Nexus Failure Finding.
- d. In the event that a Nexus Failure Finding is made, the Provider shall communicate such finding to each Party. Respondent shall be given a total of thirty (30) days (the "Cure Period") to submit documentation demonstrating that it has cured the Nexus Requirement deficiency.
- e. The response to a Nexus Failure Finding shall be submitted electronically in a manner designated by the Provider's Supplemental Rules and shall:
  - i. specifically respond to the statements contained in the Nexus Failure Finding and include any and all bases and associated documentation demonstrating that failure to comply with the Nexus Requirements have been cured; and
  - ii. annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.
- f. If Respondent is able to demonstrate to the Panelist within the Cure Period that it has cured the Nexus Failure, the Panelist shall issue, within fifteen (15) business days from the end of the Cure Period, a written finding directing that Respondent be permitted to keep the domain name.
- g. If the Panelist determines that the evidence submitted fails to demonstrate that the Respondent has cured the Nexus Failure, the Panelist shall issue, within fifteen (15) business days from the end of the Cure Period, a written finding directing that: (a) the domain name be deleted from the Registry database and placed into the list of available domain names; or (b) be transferred to the Complainant. The domain name may only be transferred to the complainant upon Complainant's demonstration to the Panel that the Complainant meets the Nexus requirements.



- h. If the Respondent does not respond within the Cure Period, the Provider shall issue a written finding directing that the domain name either: (a) be deleted from the Registry database and placed into the list of available domain names; or (b) be transferred to the Complainant. The domain name may only be transferred to the Complainant upon a demonstration to the Panel that the Complainant meets the Nexus requirements.
    - i. The Provider shall communicate the full text of all decisions to each Party and the concerned Registrar(s). In addition, it shall publish all decisions and the date of their implementation on a publicly accessible web site.
- 10. Communication Between Parties and the Panel or Panelists. No Party or anyone acting on its behalf may have any unilateral communication with the Panel or Panelists. All communications between a Party and the Panel, Panelists or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Supplemental Rules.
- 11. General Powers of the Panel/Panelists
  - a. The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules and Supplemental Rules not inconsistent with 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. The Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.
- 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, and 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. Grounds for Termination. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panelist shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection to such termination within a period of time to be determined by the Panelist.

15. 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 Panelist 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 Panelist (or Panel, if more than one Panelist) and Provider.

16. Fees

- a. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.
- b. The Provider shall not take any action on a complaint until it has received from Complainant the initial fee.

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

18. 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 approval of the City of New York.