

UNIFORM DISPUTE RESOLUTION POLICY FOR FROGANS ADDRESSES (UDRP-F)

Published by the OP3FT, a non-profit organization whose purpose is to hold, promote, protect and ensure the progress of the Frogans technology in the form of an open standard for the Internet, available to all, free of charge.

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NOTES

1. This Policy is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/udrpf/access.html>. The official version of this Policy is provided in English. Translations in other languages can also be provided by the OP3FT for information purposes.
2. This Policy has been adopted by the OP3FT. The date of entry into force of this Policy is the date shown on the first page of this document.
3. The Policy is between the FCR Operator and each Network Name or Site Name holder. Thus, the Policy uses "we" and "our" to refer to the FCR Operator and it uses "you" and "your" to refer to the Network Name or Site Name holder.

1. PURPOSE

This Uniform Dispute Resolution Policy for Frogans Addresses (the "Policy") has been adopted by the Organization for the Promotion, Protection and Progress of Frogans Technology (the "OP3FT"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the FCR Operator) over the registration and use of a Network Name or Site Name registered by you through your FCR Account Administrator. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Dispute Resolution Policy for Frogans Addresses (the "Rules of Procedure"), which are available at <https://www.frogans.org/en/resources/udrpf/access.html>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. YOUR REPRESENTATIONS

By applying to register a Network Name or Site Name, or by asking us to maintain or renew a Network Name or a Site Name registration through your FCR Account Administrator, 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 Network Name or Site Name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the Network Name or Site Name for an unlawful purpose; and (d) you will not knowingly use the Network Name or Site Name in violation of any applicable laws or regulations. It is your responsibility to determine whether your Network Name or Site Name registration infringes or violates someone else's rights.

3. CANCELLATIONS, TRANSFERS, AND CHANGES

We will cancel, transfer or otherwise make changes to Network Name or Site Name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you through your FCR Account Administrator to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. 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 this Policy or a later version of this Policy adopted by the OP3FT. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a Network Name or Site Name registration in accordance with the terms of your Registration Agreement, the Frogans Technology User 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 <https://www.frogans.org/en/resources/udrpf/access.html> (each, a "Provider").

a. APPLICABLE DISPUTES

You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your Network Name or Site Name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the Network Name or Site Name; and
- (iii) your Network Name or Site Name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. EVIDENCE OF REGISTRATION AND USE IN BAD FAITH

For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a Network Name or Site Name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the Network Name or Site Name primarily for the purpose of selling, renting, or otherwise transferring the Network Name or Site Name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the Network Name or Site Name; or

(ii) you have registered the Network Name or Site Name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding Network Name or Site Name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the Network Name or Site Name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the Network Name or Site Name, you have intentionally attempted to attract, for commercial gain, Internet users to your Frogans site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your Frogans site or location or of a product or service on your Frogans site or location.

c. HOW TO DEMONSTRATE YOUR RIGHTS TO AND LEGITIMATE INTERESTS IN THE NETWORK NAME OR SITE NAME IN RESPONDING TO A COMPLAINT

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

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the Network Name or Site Name or a name corresponding to the Network Name or Site Name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the Network Name or Site Name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the Network Name or Site Name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. SELECTION OF PROVIDER

The complainant shall select the Provider from among those approved by the OP3FT 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).

e. INITIATION OF PROCEEDING AND PROCESS AND APPOINTMENT OF ADMINISTRATIVE PANEL

The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. 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 this Policy or a later version of this Policy adopted by the OP3FT.

g. FEES

All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy 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 Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. 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.

i. REMEDIES

The remedies available to a complainant pursuant to any proceeding before an Administrative Panel for a Site Name registered in the context of a Public Frogans Network shall be limited to requiring the cancellation of your Site Name registration or the transfer of your Site Name registration to the complainant.

The remedies available to a complainant pursuant to any proceeding before an Administrative Panel for a Network Name registered in the context of a Dedicated Frogans Network shall be limited to requiring the cancellation of your Network Name registration or the transfer of your Network Name registration to the complainant.

The remedy available to a complainant pursuant to any proceeding before an Administrative Panel for a Site Name registered in the context of a Dedicated Frogans Network shall be limited to requiring the cancellation of your Site Name registration.

j. NOTIFICATION AND PUBLICATION

The Provider shall notify us of any decision made by an Administrative Panel with respect to a Network Name or Site Name you have registered with us through your FCR Account Administrator. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. 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 Network Name or Site 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 Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) 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 Network Name or Site Name.

5. ALL OTHER DISPUTES AND LITIGATION

All other disputes between you and any party other than us regarding your Network Name or Site 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 Network Name or Site 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 Network Name or Site Name registration under this Policy except as provided in Paragraph 3 above.

8. TRANSFERS DURING A DISPUTE

a. TRANSFERS OF A NETWORK NAME OR SITE NAME TO A NEW HOLDER

You may not transfer your Network Name or Site 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 Network Name or Site Name unless the party to whom the Network Name or Site 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 Network Name or Site Name registration to another holder that is made in violation of this subparagraph.

b. CHANGING FCR ACCOUNT ADMINISTRATORS

You may transfer administration of your Network Name or Site Name registration to another FCR Account Administrator during a pending court action or arbitration, including administrative proceedings submitted under Paragraph 4 of this Policy.

9. POLICY MODIFICATIONS

The OP3FT reserves the right to modify this Policy at any time. The OP3FT will post the revised Policy at <https://www.frogans.org/en/resources/udrpf/access.html> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a 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 Network Name or Site Name registration dispute, whether the dispute arose before, on or after the effective date of such change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Network Name or Site Name registration with us through your FCR Account Administrator, provided that you will not be entitled to a refund of any fees you paid to your FCR Account Administrator. The revised Policy will apply to you until you cancel your Network Name or Site Name registration.