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Rules for JP Domain Name Dispute Resolution Policy

JP Domain Name Dispute Resolution Proceeding based on "JP Domain Name Dispute Resolution Policy" adopted by Japan Network Information Center (hereinafter referred to as "JPNIC") shall be conducted in accordance with "Rules for JP Domain Name Dispute Resolution Policy" (hereinafter referred to as "the Rules"), and also with the Supplemental Rules of the dispute-resolution service provider administering the proceedings, as posted on its web site.

Art. 1 Definitions

In these Rules:

- a. "Complainant" means the party submitting a complaint concerning JP Domain Name Dispute Resolution Proceedings.
- b. "Registrant" means the holder of a domain-name registration against which a complaint concerning JP Domain Name Dispute Resolution Proceedings is initiated and also can be called as "Respondent".
- c. "Party" means a Complainant or a Registrant.
- d. "Provider" means a dispute-resolution service provider certified by JPNIC. A list of such Providers appears on the web site of JPNIC.
- e. "Panel" means an administrative panel appointed by a Provider in order to review and decide a complaint concerning JP Domain Name Dispute Resolution Proceedings.
- f. "Panelist" means an individual appointed by a Provider to be a member of a Panel.
- g. "Mutually agreed jurisdiction" means either:
 1. The Tokyo District Court, or

2. A court of jurisdiction at the location of the address of the Registrant set forth in the domain name's registration record in Japan Registry Service Co., Ltd. (hereinafter referred to as "JPRS") at the time the Complainant submitted a complaint (including related documents attached herewith; the same applies hereinafter) to the Provider.
- h. "Registration Rules" means a group of rules, that JPRS has established to prescribe the content of contract between JPRS and the Registrant and explicitly in order to apply to the Registrant.
- i. "Resolution Policy" means the "JP Domain Name Dispute Resolution Policy" that is incorporated by reference and made a part of the Registration Rules.
- j. "Business Day" means business days set forth otherwise in Supplemental Rules by the Provider.
- k. "Supplemental Rules" means the rules adopted by the Provider administering the JP Domain Name Dispute Resolution Proceeding to supplement these Rules. These 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 of electronic or magnetic records filed to the Provider, the means for communication with the Provider and the Panel, and the form of cover sheets for communication and notification.
- l. "Commencement Notice" means the notification by the Provider which informs the Registrant of the commencement of the JP Domain Name Dispute Resolution Proceeding under the Resolution Policy by postal service and email. The Provider shall explain to the users of the JP Domain Name Dispute Resolution Proceeding the means of electronic transmission via the internet, including sending email, or other means specified by the Provider (hereinafter referred to as "Electronic Transmission") for the receipt and submission of documents.
- m. "Transmittal Notice" means the email notification by the Parties which informs the Provider of the submission of the documents by Electronic Transmission other than sending email and the email notification by the Provider which informs the Parties of the delivery of the documents by Electronic Transmission other than sending email.

Art. 2 Communications

- a. When forwarding a complaint to the Registrant, it shall be the Provider's responsibility to employ a reasonably available means calculated to achieve actual notice to Registrant. Achieving actual notice, or employing all the following measures to do so, communications shall be deemed to have been actually achieved.

- i. Sending the Commencement Notice to all postal addresses and contact information of the registered domain name holder shown in the domain name's registration data in JPRS by postal service.
 - ii. Sending the Commencement Notice by email to all the following addresses
 - A. the e-mail address of the person in charge of registration and contact information
 - B. postmaster@<the contested domain name>
 - C. all the e-mail addresses which are described or are appeared by link as the contacts on the website which can be accessible by entering the domain name (or adding "www." before the domain name) (excluding when the Provider considered that the webpage is not administered by the Registrant)
 - iii. Sending the Commencement Notice by email to any email address the Registrant has notified the Provider it prefers and to all other email addresses notified to the Provider by the Complainant under Art. 3 (b) (v).
- b. Except as provided in the previous paragraph, any written communication between the Parties and the Provider provided for under these Rules shall be made by the Electronic Transmission, and the sending email and Transmittal Notice relating to the written communication shall be made to all the email addresses as set forth in (ii) and (iii) of the previous paragraph.
- c. Any communication from either Party to the Provider or the Panel shall be made by the means and in the manner stated in the Supplemental Rules.
- d. Communication shall be made in the language prescribed in Art. 11.
- e. Either Party may update its contact details (including contact person, means, postal address, e-mail address, telephone number and fax number) by notifying the Provider and JPRS.
- 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 on either of the following dates:
 - i. if delivered by email or Electric Transmission, on the date that the document was transmitted or uploaded; or
 - ii. if by postal service, on the date marked on the certificate of delivery.

- g. Except as otherwise provided in these Rules, all time periods under these Rules shall begin to be reckoned from the earliest date that the communication is deemed to have been made in accordance with the previous paragraph.
- h. All the copies of communications shall be sent by the Provider to the parties concerned as follows:
 - i. if from the Panel to either of the Party, to the Provider and the other Party;
 - ii. if from the Provider to either of the Party, to the other Party; and
 - iii. if from either Party, 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 (including the sending of Commencement Notice by the Provider to the Registrant under Paragraph 2(a)), which shall be available for inspection by affected parties and for reporting purposes.
- j. In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Provider of the circumstances of the notification, and follow the instruction by the Provider.

Art. 3 The Complaint

- a. Any person or entity, who has a stake in a registered domain name may initiate JP Domain Name Dispute Resolution Proceedings by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by JPNIC. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity refused submission may submit the complaint to another Provider.)
- b. The complaint shall be submitted by the format of electronic or magnetic records by Electronic Transmission and the sending email for the submission of the complaint and the Transmittal Notice relating to the submission of the complaint by means other than sending email shall be made to the email address specified by the Provider. The complaint shall:
 - i. Request that the complaint be submitted for decision in accordance with the Policy and these Rules;
 - ii. Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Complainant and of any agent authorized to act for the

Complainant in the JP Domain Name Dispute Resolution Proceeding;

- iii. Specify a preferred method for communications directed to the Complainant in the JP Domain Name Dispute Resolution Proceeding (including person to be contacted, medium and postal and e-mail address information);
- iv. Designate whether the Complainant elects to have the dispute decided by a single member or a three member Panel that will decide in the JP Domain Name Dispute Resolution Proceedings, and in the event that the Complainant elects a three member Panel, provide the names of three candidates to serve as one of the Panelists (these candidates must be drawn from the Provider's list of panelists);
- v. Provide the name of the Registrant, the name of office and others, and all information (including any postal and e-mail addresses and telephone and fax numbers) known to the Complainant regarding how to contact the Registrant or any agent of Registrant, including contact information based on pre-complaint dealings of JP Domain Name Dispute Resolution Proceeding, in sufficient detail to allow the Provider to send the Commencement Notice as described in Art. 2(a) (In the event that the Provider receives a complaint against an unidentified Respondent, the Provider shall provide the Complainant with the relevant contact details of the Registrant);
- vi. Specify the domain name(s) that is / are the subject of the JP Domain Name Dispute Resolution Proceedings;
- vii. Identify that the domain name(s) is / are registered with JPDRS at the time the complaint is filed;
- viii. Specify any mark(s) such as trademark(s) and other indication(s) on which the complaint is based, and describe the nature and content of the goods or services, if any, with which the mark or indication is used (the Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future);
- ix. Describe the grounds and reasons on which the complaint is made including the following three items, in particular,
 1. the manner in which the subject domain name(s) is / are identical or confusingly similar to any trademark and other indication in which the Complainant has rights or legitimate interests; and
 2. why the Registrant should be considered as having no rights or legitimate interests in respect of the subject domain name(s);

3. why the domain name(s) should be considered as having been registered or being used for in bad faith (unfair purpose). (The description should, for elements (2) and (3) above, discuss any aspects of Art. 4 Paragraph (b) and (c) of the Policy that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules);
- x. Specify, in accordance with the Policy and these Rules, the remedies sought;
- xi. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that is /are the subject of the complaint;
- xii. State that the Registrant will submit any challenges to a decision canceling or transferring the domain name, to the jurisdiction of the courts in at least one specified mutually agreed jurisdiction.
- xiii. Conclude with the following statement followed by the electronic signature or name and seal (in any format) of the Complainant or its authorized agent:
 1. "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 Registrant and waives all such claims and remedies against (a) the dispute-resolution provider and panelists, (b) JPRS itself, directors, officers, employees of JPRS and other persons concerned, and (c) JPNIC itself, directors, officers, employees, committee members of JPNIC and other persons concerned, except in the case of deliberate wrongdoing."
 2. "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."
- xiv. Annex of any documentary or other evidence, including any trademark registration upon which the complaint relies, together with a schedule and description indexing such evidence.
- xv. Submit proxy (documentation certifying the existence of proxy) if an agent conducts the JP Domain Name Dispute Resolution Proceeding.
- xvi. In the case that the Complainant is a juridical person, submit official certificates evidencing the authority to represent such juridical person, (The documents in items xiv. through xvi are permitted to be submitted by the

copies of electronic or magnetic records, provided however that the Provider may request the submission of original, if the authenticity of the documents is in dispute.)

- c. The complaint may relate to more than one domain, provided that the domain names are registered by the same Registrant.

Art. 4 Service of Process for Complaint

- a. The Provider shall review the complaint for compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules to the Registrant, in the manner prescribed by Art. 2 (a) within five (5) business days following confirmation of fee payments by the Complainant in accordance with Art. 19 or submission of complaint, whichever comes later.
- b. If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant of the nature of the deficiencies identified. The Complainant shall have five (5) business days after the receipt of such notification to correct any such deficiencies. Without any correction during this term, the complaint will be deemed withdrawn, unless the Provider considers to be unavoidable. Provided however, even though the subject complaint is deemed withdrawn, the Complainant may submit a new complaint.
- c. The date of commencement of the proceedings shall be the date on which the Provider sends the complaint to the Registrant under Art. 2 (a).
- d. The Provider shall immediately notify the Complainant, the Registrant, JPNIC and JPRS of the domain name in dispute and the date of commencement of the proceedings.

Art. 5 The Answer

- a. Within twenty (20) business days of the date of commencement of the proceeding, the Registrant shall submit an answer (including related documents attached herewith; the same applies hereinafter) to the Provider.
- b. The answer shall be submitted by the format of electronic or magnetic records by Electronic Transmission and the sending email for the submission of the answer and the Transmittal Notice relating to the submission of the answer by means other than sending email shall be made to the email address specified by the Provider. The answer shall:
 - i. Respond and rebut specifically to the statements and allegations contained in the complaint and include any and all reasons or bases for the Registrant to retain registration and use of the disputed domain name

(This portion of the answer shall comply with any word or page limit set forth in the Provider's Supplemental Rules);

- ii. Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Registrant and of any agent authorized to act for the Registrant in the JP Domain Name Dispute Resolution Proceedings;
 - iii. Specify a preferred method for communication directed to the Registrant in the JP Domain Name Dispute Resolution Proceedings (including the person to be contacted, medium and postal and e-mail address information);
 - iv. If the Complainant has elected a single member panel in the complaint (See Art. 3 (b) (iv)), state whether the Registrant elects instead to have the dispute decided by a three member panel;
 - v. If either Complainant or Registrant elects a three member Panel, provide the names of three candidates to serve as one of the Panelists (these candidates must be drawn from the Provider's list of panelists);
 - vi. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that is / are the subject of the complaint;
 - vii. Conclude with the following statement followed by the electronic signature or name and seal (in any format) of the Registrant or its authorized agent: "Registrant certifies that the information contained in this answer is to the best of Registrant's knowledge complete and accurate, that this answer is not being presented for any improper purpose, such as to harass."
 - viii. Annex of any documentary or any other evidence upon which the Registrant relies, together with a schedule and description indexing such documents.
 - ix. Submit a proxy (documentation certifying the existence of proxy) if an agent conducts the JP Domain Name Dispute Resolution Proceeding.
 - x. In the case that the Registrant is a juridical person, submit official certificates evidencing the authority to represent such juridical person, (The documents in items viii. through x are permitted to be submitted by the copies of electronic or magnetic records, provided however that the Provider may request the submission of original, if the authenticity of the documents is in dispute.)
- c. If the Complainant has elected to have the dispute decided by a single member Panel and Registrant elects a three member Panel, Registrant shall be required to pay one half of the applicable fee for a three member Panel as set forth in the

Provider's Supplemental Rules. This payment shall be made together with the submission of the answer to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single member Panel.

- d. At the request of the extension of the period of time for the submission of the answer by the Registrant, the Provider shall automatically grant the extension of four (4) business days and may, in exceptional cases, further extend the period of time for the submission of the answer. The period may also be extended by the motion based on the stipulation between the Parties, provided that the stipulation is approved by the Provider. The Provider shall inform both Parties of the extended period of time for the submission of the answer.
- e. The Provider shall immediately forward the answer to the Complainant when it has received the answer.
- f. If a Registrant does not submit an answer, in the absence of exceptional circumstances, the Panel shall decide the dispute based on the complaint.

Art. 6 Appointment of the Panel and Date of Decision

- a. Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.
- b. If neither the Complainant nor the Registrant has elected a three member Panel (See Art. 3 (b) (iv) and Art. 5 (b) (v)), the Provider shall appoint, within five (5) business days following the receipt of the answer by the Provider, 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 either the Complainant or the Registrant elects to have the dispute decided by a three member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in this Article, paragraph (e). The fees for a three member Panel shall be paid in their entirety by the complaint, except where the election for a three member Panel was made by the Registrant, in which case the applicable fees shall be shared equally between the Parties.
- d. If the Complainant doesn't select a three member Panel, but the Registrant chooses a three member Panel, the Complainant shall submit to the Provider, within five (5) business days of sending of an answer in which the Registrant elects a three member Panel, the names of three candidates to serve as one of the Panelists. These candidates must be drawn from the Provider's list of panelist.
- e. In the event that either the Complainant or the Registrant 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 Registrant. In the event

that the Provider is unable within five (5) business 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.

- f. Once the entire Panel is appointed, the Provider shall notify the Parties, JPNIC and JPRS of the Panelists appointed and the date by which, except in exceptional circumstances, the Panel shall render its decision on the complaint to the Provider.

Art. 7 Impartiality and Independence

A 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 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.

Art. 8 Communication between Parties and the Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel shall be made to a secretariat or a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

Art. 9 Transmission of the File to the Panel

The Provider shall forward the file by the format of electronic or magnetic records by Electronic Transmission to the Panel as soon as the Panelist is appointed (or as soon as the last Panelist is appointed in the case of a three member Panel).

Art. 10 General Powers of the Panel

- a. The Panel shall conduct the proceeding in such a manner as it considers appropriate in accordance with the Policy and these Rules.
- b. In all cases, the Panel shall make an effort to ensure that the Parties are treated with equality and that each party is given a fair opportunity to present its position.
- c. The Panel shall promptly handle the JP Domain Name Dispute Resolution Proceeding. It may, at the request of a Party or on its own determination, extend, in exceptional cases with special situation, a period of time fixed by these Rules or by the Panel.

- d. The Panel shall determine the admissibility, relevance 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.

Art. 11 Language of Proceedings

- a. The language of the Proceedings shall be Japanese, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the proceeding.
- b. The Panel may order that any documents submitted in any language other than the language of the proceeding be accompanied by a translation in whole or in part into the language of the Proceedings.

Art. 12 Further Statements or Documents

In addition to the complaint and the answer, the Panel may request, at its sole discretion, further statements or documents from either of the Parties.

Art. 13 Hearings to the Parties

There shall be no hearings to the Parties (including hearings by teleconference, videoconference, and web conference). Provided however, the Panel may determine, at its sole discretion and in an exceptional matter with special situation, to proceed such a hearing necessary for deciding the complaint.

Art. 14 Default

- a. In the event that a Party, excluding exceptional circumstances, does not comply with any of the time periods established by these Rules or by the Panel, the Panel shall proceed to a decision on the complaint.
- b. If a Party, excluding exceptional circumstance, does not comply with any provision of, or requirement under these Rules or any request from the Panel, the Panel shall render their decision as it considers appropriate.

Art. 15 Panel Decisions

- a. The Panel shall decide a complaint that it deems applicable on the basis of the statements and documents submitted and the results of hearings, and in accordance with the Policy, these Rules and provisions or principles of related law, and reasons.

- b. In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) business days of its appointment pursuant to Art. 6.
- c. In the case of a three member Panel, the Panel's decision shall be made by a majority.
- d. The Panel's decision shall be by the format of electronic or magnetic records, provide the content of decision and its reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).
- e. Panel decisions and dissenting opinions shall normally comply with the word limits set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Art. 4 (a) of the Policy, it shall so state. If the Panel finds that the submissions of complaint was brought with in bad faith (unfair purpose), for example, in an attempt to deprive the Registrant of the domain name or primarily to harass the Registrant, the Panel shall declare in its decision that the complaint was brought for in bad faith (unfair purpose) and constitutes an abuse of the JP Domain Name Dispute Resolution Proceedings.

Art. 16 Notification of Decision to Parties

- a. Within three (3) business days after receiving the decision from the Panel, the Provider shall notify the full text of the decision to each Party, JPNIC and JPRS. JPRS shall immediately communicate to each Party and the Provider the date for the implementation of the decision (the date between 11th and 15th day from the communication of the decision (as observed in the location of the head office of JPRS)) in accordance with the Policy.
- b. JPNIC shall publish the decision and the date of its implementation on its publicly accessible web site (See Art. 4 (j)). In any event, the portion of any decision determining a complaint to have been brought for in bad faith (unfair purpose) (see Art. 15 (e) of these Rules) shall be published.

Art. 17 Withdrawal, Settlement or Other Grounds for Termination

- a. The Complainant may, before the decision of the Panel is rendered, withdraw the complaint, provided that after the submission of the Response, the consent of the Registrant shall be obtained. If the complaint was withdrawn, the JP Domain Name Dispute Resolution Proceedings shall be terminated.
- b. If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the JP Domain Name Dispute Resolution Proceeding. A settlement shall follow the steps as follows:

- i. The Parties submit a motion to request the suspension of the JP Domain Name Dispute Resolution Proceeding because the Parties are discussing settlement to the Provider.
 - ii. The Provider acknowledges the receipt of the motion to suspend the JP Domain Name Dispute Resolution Proceeding and informs the Parties, JPNIC and JPRS of the expected duration of the suspension.
 - iii. The Parties reach a settlement and submit a summary of settlement between the Parties to the Provider in the manner prescribed in the Provider's Supplemental Rules. The Provider shall not disclose the summary of settlement between the Parties to any third party.
 - iv. The Provider shall confirm to JPRS the actions that need to be taken by JPRS from the outcome of the settlement. JPRS informs both Parties and JPNIC of such actions and both Parties shall take necessary measures to implement the actions.
- c. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the JP Domain Name Dispute Resolution Proceedings for any reason, the Panel shall terminate the JP Domain Name Dispute Resolution Proceedings, unless a Party raises justifiable grounds for objection within a period of time determined by the Panel.

Art. 18 Effect of Court Proceedings

- a. In the event that any legal proceeding is initiated prior to or during the JP Domain Name Dispute Resolution Proceedings in respect of a domain name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the JP Domain Name Dispute Resolution Proceedings, or to proceed to a decision.
- b. In the event that a Party initiates any legal proceeding during the pending of the JP Domain Name Dispute Resolution Proceedings in respect of a domain name dispute that is the subject of the complaint, the Party shall promptly notify the Provider, and the Panel pursuant to the manners prescribed in Art. 8 above.

Art. 19 Fees

- a. The Complainant shall pay to the Provider a fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Registrant electing under Art. 5 (b) (iv) to have the dispute decided by a three member Panel, rather than the single member Panel elected by the Complainant, shall pay the Provider one half of the fee for a three member Panel (see Art. 5 (c)). In all other cases besides the above case, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph (d) of this Article.

Upon and after the appointment of the Panel, the Provider shall request the payment of additional fees or refund the appropriate portion, if any, of the fee to the Complainant, as specified in the Provider's Supplemental Rules.

- b. No action shall be taken by the Provider on a complaint until it has received from the Complainant the fee in accordance with the previous paragraph.
- c. If the Provider has not received the fee within ten (10) business days of receiving the complaint, the complaint shall be deemed withdrawn and the Proceeding shall be terminated.
- d. In exceptional circumstances, for example, in the event that a hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.
- e. The Complainant, having been rendered the decision of transferring the registration, shall pay the registration fee and renewal fee in accordance with the Registration Rules upon applying the registration of the domain name's transfer and the renewal of the domain name.

Art. 20 Exclusion of Liability

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

Art. 21 Amendments

JPNIC reserves the right to amend these Rules at any time. JPNIC and JPRS shall publish the latest version of these Rules on each website at least thirty (30) calendar days before the effective date of the revised Rules. The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the JP Domain Name Dispute Proceedings commenced thereby.