

**THE ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE  
SUPPLEMENTAL RULES TO THE INTERNET CORPORATION FOR ASSIGNED NAMES AND  
NUMBERS (ICANN) UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY AND THE  
RULES FOR THE UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY**

THE SUPPLEMENTAL RULES

(IN EFFECT AS OF 31 JULY 2015)

**Article 1. Definitions**

1. "The Rules" mean the Rules for the Uniform Domain Name Dispute Resolution Policy as approved by ICANN on 28 September 2013.
2. "The Policy" means the Uniform Domain Name Dispute Resolution Policy as approved by ICANN on 24 October 1999.
3. "The Supplemental Rules" mean these Rules which are Supplemental to the Rules and the Policy and are adopted by the Asian Domain Name Dispute Resolution Centre (ADNDRC) to assess Complaints regarding Domain Name Dispute and administer proceedings in conformity with "the Rules" and where required supplement them.
4. "The Centre" means the Asian Domain Name Dispute Resolution Centre (ADNDRC) jointly established by the China International Economic and Trade Arbitration Commission (CIETAC) and the Hong Kong International Arbitration Centre (HKIAC) on 28 February 2002 with its Beijing Office managed and operated by CIETAC, its Hong Kong Office managed and operated by HKIAC, its Seoul Office managed and operated by the Korean Internet Address Dispute Resolution Committee (KIDRC) and its Kuala Lumpur Office managed and operated by the Kuala Lumpur Regional Centre for Arbitration (KLRCA).
5. "Relevant Office of the Centre" shall mean the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre, or the Kuala Lumpur Office of the Centre as the case may be, or as the context may require.
6. Any terms defined in the Policy and the Rules shall have the same meaning in the Supplemental Rules.

**Article 2. Scope**

1. The Supplemental Rules are to be read and used in connection with the Policy and the Rules.

2. The Centre shall use the Rules, the Policy and the Supplemental Rules in connection with any Complaint submitted to it.

### **Article 3. Communications between Parties and the Centre**

1. Unless otherwise agreed in writing beforehand with the Centre, any submission that may or is required to be made to the Centre pursuant to the Rules, the Policy and the Supplemental Rules. For any electronic submission and communications to an office of the Centre, the following address shall be used:-

if to the Beijing Office : [cietac@adndrc.org](mailto:cietac@adndrc.org)

if to the Hong Kong Office: [hkiac@adndrc.org](mailto:hkiac@adndrc.org)

if to the Seoul Office: [kidrc@adndrc.org](mailto:kidrc@adndrc.org)

if to the Kuala Lumpur Office: [klrca@adndrc.org](mailto:klrca@adndrc.org)

2. The relevant Office of the Centre shall maintain an archive of all communications received or required to be made under the Rules and the Supplemental Rules for a period of one year from the date of filing the initial Complaint from the Complainant. Subsequently, all communications and documentation received may be destroyed.

### **Article 4. Communications Between Parties and the Panel**

1. Where a Party intends to send any communications to the Panelist(s), it shall be addressed through the Office of the Centre which the Complainant has selected to administer the proceedings.
2. Where a Party sends any communications to the relevant Office of the Centre, it shall at the same time send a copy to the other Party with verification of service lodged with the relevant Office of the Centre.

### **Article 5. The Complaint**

1. The Complainant shall have the right to select the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre or the Kuala Lumpur Office of the Centre to administer the domain name dispute administrative proceeding initiated by the Complainant. Such choice shall be made by the Complainant at the time the Complainant files a Complaint and such choice shall be final and binding on the Complainant and the Respondent.
2. The Complainant shall be required to send its Complaint to the Office of the Centre which the Complainant has selected to administer the proceedings, using Form C under cover of the

"Complaint Transmittal Coversheet" (CTC) which are set out in Appendix 1 hereto and posted on the Web site of the relevant Office of the Centre.

3.

#### **Article 6. The Centre's Compliance Review**

1. The relevant Office of the Centre shall, within three (3) calendar days of acknowledging the Complaint, examine the Complaint for compliance with the Policy, the Rules and the Supplemental Rules and shall notify the Parties of any deficiencies therein.
2. If in compliance, the relevant Office of the Centre shall forward the Complaint to the Respondent(s) in accordance with Paragraphs 4(a) and 19 of the Rules, within three (3) calendar days following receipt of the applicable fee under Article 15 from the Complainant.
3. The Complainant shall remedy any deficiencies identified by the relevant Office of the Centre within five (5) calendar days. Failing this, the administrative proceedings will be deemed withdrawn in accordance with Paragraph 4(b) of the Rules.
4. The administrative proceedings will be deemed to have commenced on the date that the relevant Office of the Centre forwards the Complaint to the Respondent(s).

#### **Article 7. The Response**

1. Within twenty (20) days of the date of commencement of the administrative proceedings, the Respondent shall submit a Response using Form R to the relevant Office of the Centre.
2. In accordance with Paragraph 5(b)(vii) of the Rules, the Respondent shall provide a copy of the Response to the Complainant(s).
3. Any request by the Respondent for an extension under Paragraph 5(b) and/or 5(d) of the Rules must be submitted in writing to the relevant Office of the Centre within the time limit for the Response.

#### **Article 8. Panelist(s) Appointment Procedures**

1. The Centre shall maintain and publish a list of Panelist(s) and their qualifications. Any Party may refer to the Centre's Web site at <http://www.adndrc.org> for details. For administrative proceedings, the relevant Office of the Centre shall appoint suitable person(s) from the list, having regard to:

- a. the nature of the dispute;
- b. the availability of the Panelist(s);
- c. the identity of the Parties;
- d. the independence and impartiality of the Panelist(s);
- e. any stipulation in the relevant Registration Agreement; and
- f. any suggestion made by the Parties themselves in accordance with Paragraph 6 of the Rules and if appropriate, Paragraph 8 of the Supplemental Rules.

### **Article 9. Impartiality and Independence**

1. The Panelist(s) shall be and remain at all times wholly independent and impartial, and shall not act as advocate for any Party during the proceedings.
2. Prior to the appointment of any proposed Panelist(s), and after the appointment, the Panelist(s) shall declare in writing to the Parties and the relevant Office of the Centre any circumstances which are likely to create an impression of bias or prevent a prompt resolution of the dispute between the Parties. Except by consent of the Parties, no person shall serve as a Panelist(s) in any dispute in which that person has any interest, which, if a Party knew of it, might lead him/her to think that the Panelist(s) might be biased.
3. After a Panelist(s) has been appointed but before rendering a decision, a Panelist(s) dies, is unable to act, or refuses to act, the relevant Office of the Centre will, upon request by either Party, appoint a replacement Panelist(s).

### **Article 10. Panel Decision**

1. A Panel shall make its decision in writing and shall state the reasons upon which the decision is based. The decision shall be dated and signed by the Panelist(s) according to the requirements set forth in Paragraph 15 of the Rules.
2. The Panel shall forward its decision to the relevant Office of the Centre within fourteen (14) days of its appointment. In exceptional circumstances, the relevant Office of the Centre may extend the time as required for the Panel to forward its Decision.
3. The relevant Office of the Centre shall within three (3) business days of its receipt of a decision from the Panelist(s) forwards copies of the decision to the Parties and the concerned Registrar(s).

#### **Article 11. Correction of Panel Decision**

1. Within seven (7) days of receiving the decision, a Party may by written notice to the relevant Office of the Centre and the other Party requests the Panel to correct in the decision any errors in computation, any clerical or typographical errors or any errors of a similar nature. Any such corrections shall be given in writing to the Parties and shall become a part of the decision.
2. The Panel may correct any errors on its own initiative of the type referred to in Article 11(1) above within seven (7) days of the date of the decision being rendered.
3. Any errors of the type referred to Article 11(1) which are not corrected in accordance with Article 11(1) or 11(2) may be corrected by the relevant Office of the Centre.

#### **Article 12. Publication of Panel Decision**

The relevant Office of the Centre shall submit the decision of the Panel to the Parties, the Registrar(s) and ICANN as required by the Rules and the Policy. Unless the Panel determines otherwise, the relevant Office of the Centre shall publish the full decision on the Centre's Web site, listing:-

1. the Domain Name that is in dispute and is the subject of a Complaint;
2. the case number;
3. the date the administrative proceedings officially began in accordance with Paragraph 4(f) of the Rules;
4. the decision rendered by the Panelist(s) in accordance with Paragraph 15(b) of the Rules.

#### **Article 13. Limits on Description of Written Statements**

1. In accordance with Paragraph 3(b)(ix) and 5(c)(i) of the Rules, the (maximum) word limit shall be 3,000 words. Parties are required to observe this as the Panel in their own discretion shall have liberty to ignore those words exceeding the maximum stated limit.
2. In accordance with Paragraph 15(e) of the Rules, there shall be no set word limit in regard to a Panel Decision.

#### **Article 14. Appointment of Case Administrator**

1. When the Complaint is sent by the relevant Office of the Centre to the Respondent, the relevant Office of the Centre shall notify the Parties of the name and contact details of the

Case Administrator responsible for the administration of the proceedings commenced by the Complainant.

2. Communication between the Panelist(s) and the Parties shall be coordinated through the Case Administrator.

**Article 15. Fees (US Dollars)**

1. The applicable fees for documents only administrative procedure are specified as follows:-

Number of Domain Name(s) involved in the Complaint	Fee for Panelists		ADNDRC's Administrative Fee	Total Fees	
	Single Panelist	Three Panelists		Single Panelist	Three Panelists
1 to 2 domain names	US\$700	Presiding Panelist: US\$1,000 Each Co-Panelist: US\$600	US\$600	US\$1,300	US\$2,800
3 to 5 domain names	US\$900	Presiding Panelist: US\$1,200 Each Co-Panelist: US\$650	US\$700	US\$1,600	US\$3,300
6 to 9 domain names	US\$1,100	Presiding Panelist: US\$1,400 Each Co-Panelist: US\$700	US\$800	US\$1,900	US\$3,800
10 domain names or more	(to be determined by The relevant office of the ADNDRC )				

2. Fees to be paid to the relevant Office of the Centre in accordance with the Supplemental Rules shall be paid by draft made payable, as the case may be, to:
  - o "China International Economic and Trade Arbitration Commission" in the event the proceedings are to be administered by the Centre's Beijing Office, or
  - o "Hong Kong International Arbitration Centre" in the event the proceedings are to be administered by the Centre's Hong Kong Office, or
  - o "Korean Internet Address Dispute Resolution Committee" in the event the proceedings are to be administered by the Centre's Seoul Office, or
  - o "Kuala Lumpur Regional Centre for Arbitration" in the event the proceedings are to be administered by the Centre's Kuala Lumpur Office.

\* All fees to be paid are in US Dollars.

3. The Complainant shall be responsible for paying the total fees provided that the Respondent has to share the fees when the Respondent chooses to have the Complaint decided by three (3) Panelists while the Complainant has chosen a single (1) Panelist.

4. The said fees do not include any payments that might have to be made to a lawyer representing a Party.
5. All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the relevant Office of the Centre shall be the responsibility of the Party making the payment.
6. In the event that the relevant Office of the Centre dismisses a Complaint due to an administrative deficiency, or the Complainant voluntarily withdraws its Complaint, the relevant Office of the Centre shall determine, in its sole discretion, the amount, if any, of fees paid which shall be refunded to a Party.

Notwithstanding anything else contained in Article 15.7, no amount of fees shall be refunded for cases withdrawn or terminated after the appointment of an Administrative Panel.

#### **Article 16. Exclusion of Liability**

1. Without prejudice to any existing rule of law, no Panelist shall be liable to any Party, a concerned Registrar or ICANN for any act or omission in connection with the administrative proceedings conducted under the Rules, the Policy and the Supplemental Rules, save in the case of fraud, dishonesty or deliberate wrongdoing.
2. Without prejudice to any existing rule of law, the Centre, its officers and its staff, shall not be liable to any Party, a concerned Registrar or ICANN for any act or omission in connection with any administrative proceedings conducted under the Rules, the Policy and the Supplemental Rules, save in the case of fraud, dishonesty or deliberate wrongdoing.

#### **Article 17. Miscellaneous**

1. Words importing the singular number only shall include the plural and the converse shall also apply.
2. Words importing the masculine gender shall include the feminine gender and the converse shall also apply.

#### **Article 18. Amendments**

Subject to the Policy and Rules, the Centre may amend these Supplemental Rules at its sole discretion from time to time. The amended Supplementary Rules shall come into force thirty days from its publication on the Centre's Web site.

**Article 19. Interpretation**

These Supplementary Rules are subject to the interpretation of the Center.