



NameBlock Dispute Resolution Policy

administered by **FORUM**

BACKGROUND

As part of NameBlock's efforts to make it easier for registries, resellers and registrants to curb DNS abuse before it happens, NameBlock has developed its own services for blocking domain names. In order for any such services to gain long term adoption and thereby fulfill its purpose of preventing abuse, balancing of interests is key. This dispute resolution process has been developed in an effort to meet those needs and to resolve disputes in a fair and cost-effective way.

This NameBlock Dispute Resolution Policy ("DRP") is effective as of June 30, 2023 and will remain in effect as long as NameBlock provides the Services related to the types of disputes set forth below. This DRP may be invoked by filing a Notice with NameBlock or a formal Complaint with FORUM. The Rules governing the DRP process may be found at: <https://NameBlock.com> or <https://domains.adrforum.com>.

DEFINITIONS

"Abuse Variants List." The list of Variants of the Block Label that is generated by NameBlock's abuse variant algorithm.

"Agreement." The Blocking Agreement, including its appendices, modifications and supplements thereof or thereto.

"Applicant." A natural person, organization or company that wishes to submit a Block Application.

"Block" or, "Blocks" or "Blocked." One or a collection of domain names that have been blocked from registration in the Registry System.

"Block Application." A request to create a certain Block submitted via a NameBlock Reseller on behalf of an Applicant.

"Block Label." The term upon which an Exact Match Block Application is submitted and a Block created.

“Block Label Domain Name.” The domain name registration upon which an AbuseShield Block Application is submitted and a Block created.

“Block Owner” or “Owner.” The owner of a Block.

“Blocked Domain Name.” A Domain Name that is Blocked from registration and is included within an active Block.

"Domain Name." A domain name within the domain of the Registry TLD, consisting of at least a Second Level (left of the dot) and Top Level (right of the dot), e.g. example.TLD.

"DNS." The Internet Domain Name System.

“FORUM.” The dispute resolution provider.

"ICANN." The Internet Corporation for Assigned Names and Numbers.

“Internal Review.” NameBlock’s internal investigation and review of a claim.

"NameBlock." The provider of the blocking services offered under this Policy.

“NameBlock Portal.” The online website where Resellers and Registry Operators can access information about, and manage, the NameBlock Services as it relates to them.

“Notice.” A written Notice or other written communication to FORUM, NameBlock or to the parties to a dispute.

“Registry Operator.” The entity who is responsible for operating one or several TLDs.

“Representative(s).” Person authorized to act on behalf of a Block Applicant/Owner or Complainant.

“Reseller.” An entity authorized by NameBlock to sell the Services.

“Services” or “NameBlock Services.” NameBlock’s AbuseShield and BrandLock Exact Match services, for more information visit <https://nameblock.com>

“Second Level Domain” or “SLD.” Second level domain, representing the Domain Name to the left of the dot preceding the TLD (e.g., in the Domain Name “example.TLD”, “example” is the SLD).

"TLD" or “TLD(s).” A top-level domain of the DNS operated by the Registry Operator as specified in Appendix 1.

"Variant" or "Variants." One or several term(s) in the list generated by NameBlock's abuse variants algorithm.

INITIAL REMARKS RELATING TO THE NAMEBLOCK SYSTEM OR THE APPLICATION PROCESS

Block Application Denial or Errors

Any questions relating to the NameBlock Portal, Services or issues when attempting to place a Block Application, such as denied or ineligible Block Labels, can be sent to support@nameblock.com. Upon receipt of such notice, NameBlock will perform an internal review and, in its sole discretion, attempt to solve the issue free of charge. If the NameBlock eligibility criteria for the relevant service is found to have been applied correctly, the Block Application denial is deemed final.

For additional information, please consult the reseller's Blocking Agreement or visit <https://NameBlock.com>

Third-Party Challenge Of A Block Label Used By An BrandLock Exact Match Block Owner

A third-party may challenge the Block Label used by a Block Owner for an active BrandLock Exact Match Block, and request that the blocks included in the relevant Block Application, and based on the challenged Block Label, be lifted. A Notice of Third-Party Claim ("Notice of Claim") must be filed with NameBlock via email to disputes@nameblock.com and clearly outline the reason(s) for the claim and provide any relevant proof in support of such claim. Within fifteen (15) Calendar Days of receipt of the Notice of Claim NameBlock will:

- 1) Confirm whether or not the Block Application was supported by an SMD file. If the Block Application was supported by an SMD file, NameBlock will refer the dispute to the Trademark Clearinghouse ("TMCH") for resolution through the Objection and Dispute Resolution Process (<https://www.trademark-clearinghouse.com/dispute>); or,
- 2) If the disputed Block Application was *not* supported by an SMD file, NameBlock will conduct further internal review of the Application to investigate if the Block was placed in error or in breach with NameBlock's BrandLock Exact Match requirements.

If the Block associated with the challenged Block Label is not lifted, the block challenger is not precluded from pursuing an action in a court of competent jurisdiction against the Block Owner. NameBlock will implement the final decision from any such court proceeding, or any signed

agreement between the Block Owner and the Third Party determining the rights in the Block Label and associated Block(s), within 10 days of receipt of the court order or agreement.

Questions regarding third-party challenges relating to a Block Label used for a NameBlock BrandLock Exact Match Block should be directed to NameBlock at disputes@nameblock.com.

For additional information, please visit NameBlock.com.

THIRD PARTY CLAIMS APPLICABLE TO THIS POLICY

Third-Party Claiming Superior Rights in a Block Label Domain Name (AbuseShield)

Any third-party claims relating to a Domain Name used as Block Label for an AbuseShield Block will be referred to the relevant TLD's domain name dispute resolution process to determine if the domain name should be transferred to the Complainant.

Third-Party Claims Right to a Domain Name Included in a Block

In instances where a third-party claims rights to a domain name included in a Block, either an BrandLock Exact Match Block or in an AbuseShield Block, the third-party may file a Complaint with FORUM to resolve the dispute in similar fashion to a UDRP.

The Procedure regarding Third-Party Claims shall be as follows:

NOTICE REQUIREMENT & NAMEBLOCK INTERNAL REVIEW

Notice of Claim will identify the Blocked Domain Name(s) in dispute, a request to unblock the domain names and transfer the domain name registration to the Complainant, and identify the reasons why the Block should be lifted. Notice of Claim will also contain all supporting evidence and valid contact information for the Complainant.

NameBlock will within fifteen (15) Calendar Days investigate the allegations contained in the Notice of Claim and attempt to solve the matter. If unblocking is, for any reason and at the sole discretion of NameBlock, refused, NameBlock will provide the Complainant with the application date for the relevant Block as well as identify the relevant Reseller and if the Blocked Domain Name is included in an BrandLock Exact Match or AbuseShield Block, after which the Third-Party may (within 30 days following NameBlock's Internal Review decision) file a Complaint with FORUM to begin the dispute resolution process. If a Complaint is not filed within 30 days, a new Notice of Claim must be submitted to NameBlock.

STANDARD OF PROOF

A successful Complainant must prove its claim by clear and convincing evidence.

REMEDIES

The remedy for disputes administered under this section of the Policy is limited to unblocking in combination with registering the disputed domain name to the Complainant, subject to the Complainant's payment of registration fees and satisfaction of other applicable registration requirements. If registration requirements are not met, the block will remain in a NameBlock holding account and expire after 1 year. Monetary damages or other forms of relief are not available under this Policy.

PROCEDURE

The proceedings will be conducted on the party submissions and will not involve any live testimony, in-person hearings, depositions, or written discovery. The Complaint and Response will be the only submissions considered, absent exceptional circumstances. Complainant bears the burden of proving its claim by clear and convincing evidence. Respondent bears the burden of proving any affirmative defenses it asserts by clear and convincing evidence.

All submissions, including any annexes, under this Policy must be filed by emailing FORUM at domaindispute@adrforum.com and by using the appropriate forms on FORUM'S's Website at <https://www.adrforum.com/domain-dispute/dns-abuse#nameBlock>

SCOPE

The scope of the Policy is limited and only applicable to clear cases involving deliberate bad faith or erroneously provisioned Domain Name Blocks. It is not applicable to disputes between parties with competing rights acting in good faith.

COMPLAINT

The Complaint must include the following:

1. Name, company (if applicable), email, phone number and address of the Complainant and of any authorized representative for the Complainant in the administrative proceeding;
2. Blocked Domain Name(s) that are the subject of the dispute;
3. Applicable proof to support the statements of the Complaint, including trademark proof as well as validation by the TMCH and the relevant SMD File where applicable;
4. Name of the Respondent, and the Respondent's contact information as provided by the Reseller;
5. Arguments in support of the claim, as follows:

5.1 Arguments in support of a claim relating to Blocked Domain Name included in an BrandLock Exact Match Block

a. Complainant must prove, by clear and convincing evidence that:

- (i) Complainant holds a trademark registration exactly matching the Blocked Domain Name or the SLD of the Blocked Domain Name; or that is included in its entirety in the Blocked Domain Name or the SLD of the Blocked Domain Name and constitutes the dominant feature thereof, **and**;
- (ii). That such trademark registration predates the date of the Block Application for the disputed Blocked Domain Name, **and**;
- (iii). That the Block Owner lacks legitimate interest in the Blocked Domain Name, **and**;
- (iv). That the Block Owner applied for the Block in bad faith.

In addition to proving (i-iv) above, the Complainant must also prove that

- (v) Complainant meets the registration requirements for the TLD(s) relevant to the dispute.

b. Evidence of Respondent's bad faith Block Application.

For the purposes of Paragraph 5-1a(iv), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the Block having been applied for in bad faith as it relates to the disputed Blocked Domain Name:

- (i) circumstances indicating that the Respondent has applied for a Block on the Disputed Domain Name primarily for the purpose of selling, renting, or otherwise transferring the domain name to the Complainant who is the owner of the trademark or to a competitor of that Complainant, for valuable consideration in excess of the Respondent's documented out-of-pocket costs directly related to the Blocked Domain Name; or
- (ii) circumstances indicating that the Respondent applied for the Block on the Disputed Domain Name in order to prevent the owner of the trademark from reflecting the mark in a corresponding domain name, provided that the Respondent has previously engaged in a pattern of such conduct as it relates to domain name registrations; or
- (iii) the Respondent applied for a Block on the Disputed Domain Name primarily for the purpose of disrupting the business of a competitor.

Given that the scenarios described in NameBlock DRP paragraph 5-1b(i-iii) are non-exclusive and merely illustrative, even where a Complainant may not be able to demonstrate the literal or verbatim application of one of the above scenarios, evidence demonstrating that a Respondent seeks to take unfair advantage of, abuse, or otherwise engage in behavior detrimental to the Complainant's trademark would also satisfy the Complainant's burden.

c. How to prove legitimate interest in the Blocked Domain Name.

In its Response to the Complaint, the Respondent should refute Complainant's statements as they relate to the requirements as set out in 5-1a. For the purposes of Paragraph 5-1a(iii), the following circumstances if found by the Panel to be proved based on its evaluation of all

evidence presented, shall be evidence that the Respondent has a legitimate interest in the Blocked Domain Name:

- (i) Respondent is the owner of a trademark registration for a term exactly matching the Blocked Domain Name or for a term that is included in its entirety in the Blocked Domain name; and/or
- (ii) Respondent is otherwise commonly known by the Blocked Domain Name in the form of a personal name or a registered company name or organization name.

5.2 Arguments in support of a claim relating to a Blocked Domain Name in an AbuseShield Block

a. Complainant must prove, by clear and convincing evidence that:

- (i) Complainant holds a trademark registration exactly matching the Blocked Domain Name or the SLD of the Blocked Domain Name; or that is included in its entirety in the Blocked Domain Name or the SLD of the Blocked Domain Name and constitutes the dominant feature thereof, **and**;
- (ii). That such trademark registration predates the date of the Block Application for the disputed Blocked Domain Name.

In addition to proving (ii-iii) above, the Complainant must also prove that

- (iii) Complainant meets the registration requirements for the TLD(s) relevant to the dispute.

6. The remedy requested. (The unblocking of the disputed domain name(s) and confirmation that the Complainant meets the registration requirements for the TLD using the contact details provided in the Notice and Complaint); and,
7. 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 dispute.
8. The Complaint must conclude with the following statement for and on behalf of the Complainant: "Complainant agrees that its claims and remedies concerning the applicable block or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the dispute resolution provider and panelists except in the case of deliberate wrongdoing, (b) the Registry and NameBlock Reseller, and (c) NameBlock, its directors, officers, employees, affiliates 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 allegations in this Complaint are warranted under this Policy and under applicable law."
9. The Complaint must be accompanied by the appropriate filing fee as set forth in the Rules.

RESPONSE

Within fourteen (14) calendar days of the date of commencement of the administrative proceeding the Respondent shall submit a Response and annex of documentary evidence to FORUM.

The Response shall:

1. Respond to the allegations contained in the Complaint and include arguments for the Respondent to retain the Block for the disputed Domain Name(s) including any and all arguments in favor of trademark rights, and describe the basis by which Respondent meets NameBlock's Service Requirements and therefore should retain the disputed Blocked Domain Name, as well as include any relevant evidence in support of its arguments,
2. Provide the name, postal and email addresses, and the telephone numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;
3. Identify and annex documentary or other evidence upon which the Respondent relies, including but not limited to trademark registration(s), SMD File(s), business registration records and business plans or similar documentation; and
4. 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 dispute.

The Response must conclude with the following statement for and on behalf of the Respondent: "Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate and that the assertions in this Response are warranted under this Policy and under applicable law."

PANEL APPOINTMENT

The Provider shall appoint a panelist within five (5) days following receipt of the Response or the lapse of the time period for the submission of the Response. The Provider will notify the parties of the name of the Panelist and the parties will have an opportunity to strike the panelist as set forth in the Rules.

DECISIONS

The Panel shall endeavor to render a decision within twenty (20) days of appointment and will set forth the basis of its decision and state whether the claim was granted or denied. If relief was granted the decision shall set forth the remedy to be implemented.

Decisions issued pursuant this Policy will be published by FORUM on its website after sending via email to the parties and NameBlock. Decisions may be reconsidered by a panelist as set forth in the Rules along with any fees associated with the reconsideration to be paid by the party requesting reconsideration.

For Rules and Forms, see here: <https://www.adrforum.com/domain-dispute/dns-abuse#nameBlock>

Questions from Third-Parties claiming superior rights in Block Labels or Blocked Domain Names should be directed to NameBlock at disputes@nameblock.com.

For additional information, please visit NameBlock.com.

IMPLEMENTATION

There will be a ten (10) day period after a decision has been issued before implementation by NameBlock to allow the losing party to file an action in a court of competent jurisdiction. Proof of filing must be received on or before the tenth day.

INDEMNIFICATION / HOLD HARMLESS

The parties shall hold the Provider, and the Panel harmless from any claim arising from operation of the DRP. The parties shall indemnify, defend and hold harmless the Provider, the Panel, NameBlock and the Registry/Reseller along with their respective employees, contractors, agents and service providers (registry's backend provider and others) from any claim arising from the conduct or result of a proceeding under this DRP. The Provider, the Panel, NameBlock and the Registry/Reseller and their respective employees, contractors, agents and service providers shall not be liable to a party for any act or omission in connection with any administrative proceeding under this DRP or the corresponding Rules.

EFFECT OF OTHER PROCEEDINGS

The administrative proceeding under this Policy shall not prevent either party from submitting a dispute to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending NameBlock DRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the NameBlock DRP proceeding will be suspended or terminated (in the sole discretion of the Panel) in deference to the outcome of such other proceeding.

MODIFICATIONS

NameBlock reserves the right to modify this DRP at any time subject to the terms of its Memorandum of Understanding with FORUM or if it is deemed that any Rules could likely compromise operations, the quality and purpose of the NameBlock Services, security or technical stability. The latest version and its effective date will be made available online at <https://nameblock.com/legal> as well as <https://adrforum.com>.