

Draft Decision Report
on
Electronic Addressing Plan

DATED AS OF: October 2018

PREPARED BY



Posts and Telecommunications Department
Ministry of Transport and Communications
The Republic of the Union of Myanmar

Preface

A. Pursuant to Chapter 7 of the Myanmar Telecommunication Law, the Department shall prepare an Electronic Addressing Plan and guide the Service Licensees to comply with and use the Electronic Addressing Plan. The Department drafted its initial view of the Electronic Addressing Plan within its Public Discussion Report (PDR) on Myanmar Electronic Addressing Plan 2018 and requested in the related public consultation of the PDR industry feedback. The Department received within the consultation procedure feedback from the following parties:

- Myanmar Technology Gateway Co., Ltd (MTG)
- OCK Yangon Private Limited (OCK)
- Ooredoo Myanmar Limited (OML)
- Myanma Posts and Telecommunications (MPT)
- Yadanarpon Teleport Public Co., Ltd (YTP)
- QinetiQ Solutions SDN Bhd

The Department thanks all contributing parties for their submissions.

B. The Department provides in Chapter 1 of this report its comments to industry feedback and redrafted on this basis the initial draft of the EAP. To ease comparing the initial and the draft final version, the Department provides a track change version indicating all adjustments.

C. Four main areas of the EAP were adjusted reflecting the industry feedback. The Department requests in the second chapter of this document industry feedback on the adjustments to direct on this basis the final EAP.

D. Submissions are welcome on the Draft Final Electronic Addressing Plan where comments are specifically sought and on all items of this DDR stakeholders might consider relevant. All submissions should be substantiated with reasons and, where appropriate, evidence or source references. Stakeholder should provide written submissions as soft copy in English language to the Department in full by 25.10.2018. A Myanmar language

submission shall only be considered if also a full English translation of the Myanmar version is provided.

E. Submissions should be addressed to:

Director General

The Republic of the Union of Myanmar

Ministry of Transport and Communication

Posts and Telecommunication Department

Building No. 2

Nay Pyi Taw, Myanmar

Attention: Daw Seint Seint Aye

Email: resource@ptd.gov.mm

F. The Department intends to make submissions received available to the public. Any confidential information shall be provided under a separate cover clearly marked "CONFIDENTIAL". For any party who wishes to make a confidential submission, a "public" version of the submission shall also be provided where confidential information is redacted.

G. The Department thanks interested parties upfront for their participation in this consultative process and looks forward to receiving submissions with the industry feedback.

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Industry Feedback and Decision of the Department

1. Pursuant to Chapter 7 of the Myanmar Telecommunication Law, the Department shall prepare an Electronic Addressing Plan and guide the Service Licensees to comply with and use the Electronic Addressing Plan. The Department drafted its initial view of the Electronic Addressing Plan within its Public Discussion Report (PDR) on Myanmar Electronic Addressing Plan 2018 and requested in the related public consultation of the PDR industry feedback. The Department received within the consultation procedure feedback from the following parties:

- Myanmar Technology Gateway Co., Ltd (MTG)
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The Department thanks all contributing parties for their submissions.

2. Within this chapter, the Department considers the feedback of all parties and provides its view on the received feedback. The Department follows hereby the provided structure of the PDR given by the provided questions. All accepted comments were incorporated in the draft EAP and additional provisions were provided.

Question 1:

Please provide your feedback on Section I.

3. One party requested to add to Clause 2 (“Variation & Revocation”) “and subject to public consultation.” The Department agrees that major adjustment of the EAP should be subject to public consultation, but the Department does not agree that all minor changes would require a public consultation process. Public consultations are resource intensive on both the regulatory and on the industry side and the Department does not see the necessity to initiate

a resource intensive public consultation process for minor adjustments. Accordingly, the Department does not accept the proposal. The same party requested further to adjust Clause 1c of Section 1 (“Effective Date”) - to “The date on which the Directive is issued should be the date on which all contemplated administrative mechanisms to support the proposed framework are duly established.” The Department agrees in principle with this feedback but proposes to address this with additional transitional provisions. The Department facilitated this within the new Section VI.

4. Another party suggested to remove Clause 3b. The Department found such or similar provision in many rules and regulation internationally and sees the importance to provide legal certainty for the market even in cases where any provision of the EAP is found unlawful. Accordingly, the Department does not accept this proposal.

Question 2:

Please provide your feedback on the provided definitions. Shall any definition be adjusted or deleted or added.

5. One party suggested to adjust Clause 4i to “Autonomous System Number or ASN means a unique two-byte and four-byte numbers.”. The Department accepts this suggestion. This party requested further to provide in Clause 4m some examples of Domain Names which is also agreeable by the Department.
6. Another party suggested to adjust Clause 4o, 4q, 4t and 4kk. The Department mainly agrees to the suggestion and adjusted the provisions accordingly (please see the adjustments in Attachment 1).
7. A third party proposes to delete either the definition of “Domain Name System (DNS)” or “Name Server” as it believes that both are equivalent. The Department does not agree to this suggestion as from the perspective of the Department the Name Serve defines the physical infrastructure where Domain Names are resolved, and the Domain Name System defines a hierarchical naming system.

Question 3:

Please provide your feedback on the proposed assignment process for IP Addresses.

8. One party stressed the importance to “express reference to be made to the right of Telcos to define the roles and responsibilities to the customer in relation to the use of IP addresses and to withdraw the use of IP addresses in the event of misuse by the customer”. The Department agrees in principle with this position and adjusted Clause 6biv accordingly. However, to prevent that IP Address Assignment Holders define unreasonable, unfair, inequitable or discriminatory roles and responsibilities for the usage of provided IP Addresses, the Department clarified in Clause 5d, that defined roles and responsibilities by IP Address Assignment Holders shall also in relation to usage and not only in relation to the provision of IP Addresses shall be fair, reasonable, equitable and non-discriminatory. The suggestion of another party addressed principally the same issue. This party requested that “IP Addresses issued to third parties shall also be suspended or cancelled in case of network attack, security breach or similar activities”. The Department considers such conditions reasonable to be defined as roles and responsibilities for the usage of IP Addresses and leaves it to each IP Address Assignment Holder to include such conditions in the definition of roles and responsibilities.
9. This party also requested clarification whether IP Address Assignment Holders shall gather prior approval from PTD before selling IP Addresses to third parties, i.e. to its customer. The Department does not see the necessity to get prior approval before IP Address Assignment Holders provide IP Addresses to third parties. The Department sees such approval as unreasonable intervention in the business process of IP Address Assignment Holders and sees it sufficient if IP Address Assignment Holders follow the provision of Clause 7 of the EAP.
10. A third party proposed to establish a process to check whether IP Address Assignment Holders have registered third parties which they provided an IP Address. In relation to such process, the Department refers to the provision of Clause 7 which clarifies that IP Address Assignment Holders do not have to register IP Addresses provided to third parties but shall keep or retain related information and make this information available to the Department on

request. With this provision, the Department tries to minimize the registration effort of IP Address Assignment Holders as IP Addresses provided to third parties might change frequently.

Question 4:

Please provide your feedback on the propose ASN assignment process.

11. All parties agreed to the provision of Section IV which leaves Section IV unchanged.

Question 5:

Please provide your view whether you see the necessity to establish rules and regulation for existing “.mm” Domain Names.

12. Two parties submitted their concern in relation to protection of Domain Names registered prior effective date of the EAP and in relation to reregistration of the Domain Names. The Department shares the concerns and incorporated additional provisions in the EAP (please see the adjustments in Attachment 1).

Question 6:

Please provide your feedback on defined duties of the Department.

13. One party opposed the proposal of the Department to open the registry for a third party with the justification that the registry “is responsible to maintain and define Law and Policy as needed”. The Department refers in this context to the provision of the Claus 10a which clearly state that the authority to direct rules and regulation on allocation and usage of the “.mm” ccTLD and all Domain Names under the “.mm” ccTLD is with the Department. The registry is

just an executing entity but is not entitled to direct rules and regulations. The Department incorporated additional provision to clarify the roles of the registrar, the registry and the Department which should satisfy the addressed concern. This party further submitted that Electronic Addresses are national resources which shall not be allocated by third parties. The Department agrees to the fact that Electronic Addresses are national resources. However, the Department stresses again that the registry is just an executing entity which acts on behalf of the Department and which acts on the basis of the rules and regulation directed by the Department. Accordingly, the Department does not accept the requested adjustment.

14. Two parties submitted that the “operation of the “.mm” ccTLD registry shall be open for any third party fulfilling certain criteria: registered technology organization, strong technical skillsets, providing the highest availability of the services and being able to protect the data and systems”. The Department fully agrees to the suggestion and reflected this in the ToR for the registry which is provided in Attachment 3.

15. The same parties submitted further that the party operating the registry shall be entitled to also act as registrar. The Department does not agree to the suggestion. If the registry is able to act at the same time also as registrar, then it is very likely that the registry might establish discriminatory conditions for its own registrar and third-party registrars, as the registry services is a necessary wholesale input for all registrars. The registry could in this case discriminate in terms of prices and terms and conditions. The Department clearly separates both functions to prevent discriminatory behavior, as the registry as separate entity is motivated to treat all parties equally to maximize its output.

Question 7:

Please provide your view on the general concepts of Reserved Second Level “.mm” Domain Names and Sensitive Second Level “.mm” Domain Names. Do you see a necessity to establish the concept of Reserved and Sensitive Second Level “.mm” Domain Names?

16. All parties acknowledged the importance of Reserved and Sensitive Second Level “.mm”

Domain Names “because some domain names might be restricted from public use and a few domain names might be only for specific purposes and should be granted to respective organizations”. Accordingly, the initial draft remains unchanged.

17. The Department, however, had to correct the definitions of the “Second Level “.mm” Domain Name and Third Level “.mm” Domain Names as Second Level “.mm” Domain Names shall be open only to eligible parties where the Third Level “.mm” Domain Names shall be open to all users. The Department detected furthermore, that also in Clause 12 there are some mistakes. In Clause 12a the Third Level “.mm” Domain Names of the initial draft should be replaced by Second Level “.mm” Domain Names. The same holds for Clause 12b. Also Clause 12d contained the same mistake and Third Level “.mm” Domain Names should be replaced by Second Level “.mm” Domain Names.

Question 8:

Please provide feedback on the proposed Second Level “.mm” Domain Names reserved for special usage and the Second Level “.mm” Domain Names which are reserved until the Department unreserved them.

18. All parties agreed in principal to the defined Second Level “.mm” Domain Names. One party submitted that it previously already allocated the Second Level “.mm” Domain Names “.biz.mm” and “.per.mm”. The Department agrees to include both under Clause 13a and specifies both under Clause 18. The same party further submitted that short codes of Geographical Names shall be reserved. The Department agrees and adjusted Clause 14 accordingly.

Question 9:

Please provide your feedback on the proposed concept of Principally Reserved Names and on the proposed Principally Reserved Names itself.

19. All parties agreed in principle to the provided concept of Principally Reserved Names to prevent fraud, abuse, etc. One party submitted that country, state or district names shall be open for registration. The Department is not in agreement with this proposal as this would not be in line with international best practice.
20. Another party submitted that well-known international brands might also be reserved. The Department agrees in principle with the proposal but sees practical issues to define “well-known” international brands. Against this background, the Department does not agree to include “well-known” international brands in Clause 13. However, the Department proposes to reserve Third Level “.com.mm”, “.biz.mm”, “.net.mm”, or “.org.mm” Domain Names containing Trademarks registered under the Myanmar Trademark Law, once it is effective unless the Third Level “.com.mm”, “.biz.mm”, “.net.mm”, or “.org.mm” Domain Names containing a Trademark were already registered by a third party prior Trademark Name registration under the Myanmar Trademark Law. The Department facilitates this with Clause 14g.
21. Another party submitted the request for clarification of Clause 13d, whether it is “necessary to get the approval from the Central Bank of Myanmar if the applicant's company or organization nature is not related to financial nor banking but still want to use the word “bank” as part of the domain for other purposes. Example; jobbank.com.mm, powerbank.com.mm, newsbank.com.mm etc.?” The Department see the necessity to get approval from the Central Bank of Myanmar also for these cases to prevent fraud.

Question 10:

Please provide your feedback on the proposed concept and definition of Sensitive Names.

22. All parties agreed on the proposed concept of Sensitive Names which leaves Clause 14 unchanged.

Question 11:

Please provide your feedback on the proposed validity of Domain Names.

23. The Department received feedback in different direction in relation to the proposed 5 years renewal period. To simplify Clause 15, the Department will restrict renewals of Domain Name registration to one year and might in the future add longer renewal periods if it deems necessary. To clarify: the renewal period starts with the renewal date and shall neither be connected to fiscal years nor to calendar years.

Question 12:

Please provide your feedback on the proposed general eligibility criteria of “.mm” Domain Names. Do you see any technical challenges with the proposed characterization?

24. All parties agreed in principle on the proposed eligibility criteria of “.mm” Domain Names. One party proposed to set a maximum length of character. The Department does not agree with the proposal as this would restrict “.mm” Domain Names. The Department maintains its position to restrict the length of “.mm” Domain Names based on technical feasibility.
25. Several parties submitted their concerns in relation to non-ASCII “.mm” Domain Names whether Domain Name Server can resolve such “.mm” Domain Names. The Department shares these concerns. One party proposed to enforce Unicode Standard Character for Myanmar Script Characters which the Department does not see feasible as normal user of the internet are usually not familiar with Unicode Standard Character. For this reason, the Department reserved under Clause 12c all internationalized “.mm” Domain Names until a feasible and usable technical solution for non-ASCII Domain Names is available.

Question 13:

Please provide your feedback on the proposed eligibility criteria for the application for “.mm” Domain Names.

26. The industry found the proposed eligibility criteria for the application for “.mm” Domain Names reasonable. One party submitted the clarification that in accordance with Clause 18c an applicant might have to fulfill one or more than one eligibility criteria which is certainly right. The Department included further clarification into this provision with giving clear guidelines when more than one criteria is applicable.

27. Another party submitted that there is a coherent security risk or a financial risk for the Myanmar revenue department in relation to foreign individuals / companies. The Department added further details to Clause 18 for clarification to address this concern.

Question 14:

Please provide your feedback on the proposed assignment responsibilities and the proposed application process.

28. The Department received the feedback from the industry that the “proposed assignment responsibilities and the proposed application process seems relevant”. However, the Department was also requested by another party to add further details to the registration process. This reflecting, the Department incorporated further clarification on rolls and responsibilities of the parties into the Directive and detailed the process further.

29. Another party requested rewording of the Clause 20b as “The application shall be deemed to have been made upon Registrar accept the registration data and submit to the Registry.” The Department does not agree with this proposal. Whereas it is in current language of the Clause 20b in the power of the Registrant at what point in time an application for a Domain Name Registration is made, the proposed rewording would put this power into the hands of the Registry and would not provide the Registrant any certainty at what point in time an application is made.

Question 15:

Please provide your feedback on proposed powers, duties and responsibilities of the Registrar on Application.

30. One party supported in its feedback the provision of the Clause 21 and sees the defined responsibilities of the Registrar as relevant. However, the same party also requested that the Registrar shall conduct background clearance checks on potential customers / users before giving them the right to use a Domain Name. The Department sees this request critical. The Department already defined with Clause 18 detailed eligibility criteria for the allocation of Domain Names and with the Clauses 24 procedure usable by any third party to request revocation of registered Domain Names. The Department is of the opinion that requested background clearance checks on potential customers / users would have to be carefully defined and should follow international best practice to prevent that applications for Domain Names by Registrants are arbitrarily rejected by the Registrar.
31. Another party proposed to incorporate into the registration process credit card registration. The Department does not see the necessity to define within the EAP payment processes the Registrar shall follow but would leave it to the Registrar to define such payment processes.
32. The Department got furthermore the feedback that “if two or more registrars are appointed, then the registry should ensure fair competition among registrar. There shall be no special treatment or difference in pricing and other terms”. The Department already catered this with the provision of new Clause 11.

Question 16:

Please provide your feedback on the proposed registration process including renewal, cancellation, suspension and transfer.

33. One party proposed to establish in the context of Clause 23b blocking mechanisms to stop Domain Name Registration in case of a court decision. The Department facilitate this with the defined provision of the Clauses 24 which provide blocking mechanisms for any third party if in the registration process obviously wrong information is provided. The Department does not see the necessity to incorporate further blocking mechanisms.
34. Another party requested clarification on redemption/grace periods after expiry of the validity of the Domain Name Registration. The Department has not foreseen redemption/grace periods after expiry of the validity of the Domain Name Registration, but it may incorporate at a later point in time such facilities if it deems necessary and is requested by different shareholders.
35. Another party submitted that “the transfer process involves too much work if it require losing registrar to transfer the supporting document to the gaining registrar. As the domain name has been registered, it shall be deemed that the registration details are verified and should not require a transfer of supporting document. The transfer shall only be done within the requirements of an authorization code via API/EPP. As no transfer of document is needed, the transfer fee shall be eliminated.” The Department catered for this request with the new Clause 22 where it specified that the Registrar shall submit all documents to the registry. If a Registrant chooses a new Registrar, then the new Registrar can request necessary documents from the Registry. However, also here charges may apply.

Question 17:

Please provide your feedback on the dispute resolution process in relation to right of registering. Please provide your feedback that the final DNDRP shall be define by the Registrar. Please provide your feedback on the proposed “neutral judge” (Arbitrators), the DNDRP Panel, the additional potential to go to court and payment mechanisms of the cost of the proceedings. Do you see the necessity to allow appeal to Minister after Arbitration is concluded, providing that there is the additional option to address the dispute to court? Do you see the need to further specify Arbitrators within the Electronic Addressing Plan or shall

this be open to be derived by the Registrar? Do you see the necessity for public consultation of the developed DNDRP Policy?

Question 18:

Please provide your feedback on the dispute resolution process in relation to Sensitive Names. Please provide your feedback that the final SDNDRP shall be define by the Registrar. Please provide your feedback on the proposed SDNDRP Panel and Subpanel, the additional potential to go to court and payment mechanisms of the cost of the proceedings. Do you see the necessity to allow appeal to Minister after Arbitration is concluded, providing that there is the additional option to address the dispute to court? Do you see the need to further specify the SDNDRP Panel within the Electronic Addressing Plan or shall this be open to be derived by the Registrar? Do you see the necessity for public consultation of the developed SDNDRP Policy?

Question 19:

Please provide your feedback on the proposed dispute resolution process in relation to Regulated Names.

36. One party submitted in relation to all three Dispute Resolution Processes that “firstly, there must be a clear and decisive process for the resolution of disputes relating to the use of the “.mm” domain name. There must be a clear outlet of first recourse followed by an avenue of appeal or review. Secondly, the outlet of first recourse, must necessarily be a process which is accessible, and which lends to speedy decision-making. Ideally, the outlet of first recourse should be an administrative decision with the right of appeal or review being reserved for the court.

37. In this case, the proposal is for disputants to have, at their option, either the right to proceed to arbitration or to access the courts. This does not provide the degree of clarity that would be required for the speedy and effective resolution of disputes in the first instance. In addition, the process set out in the Myanmar Arbitration Act does not readily lend to the speedy resolution of disputes. The DNDRP Panel should be pre-nominated and should consist of

either one to three persons (the number of persons to be pre-decided and not at the option of either or both parties) and should be governed by rules prescribed by PTD and not the rules of the Arbitration Act. Persons appointed to the Panel must have the appropriate level of expertise to consider the issues that are likely to arise in matters of this nature. The intent would be to establish a dispute resolution process similar to those currently in place in the Labor Department. The process to be followed by this Tribunal must be subject to public consultation.”

38. The Department agrees to this feedback. With streamlining and increasing the detail level of the eligibility criteria, the Department went already one step in the proposed direction with providing requested criteria also usable for dispute resolutions. Secondly, the Department proposes to apply international standard procedures for Domain Name Dispute Resolutions developed by ICANN which are provided in Annex 1. ICANN developed dispute resolution processes which are successfully in use since roughly 20 years and which would build a good framework also for the Myanmar circumstances. The dispute resolution in ICANN version is executed by international organization accredited by ICANN having the experience of several thousand dispute resolution processes. These standard procedures could be applied in three ways:

38.1. The ICANN process is fully adapted, and international experienced dispute resolution institutes approved by ICANN are used for the dispute resolution.

38.2. The proposed draft also follows the proposal above and requests the Registry to setup a national dispute resolution provider which shall be responsible for dispute resolution. Qualification and experience level are described.

38.3. The concept also allows to setup a hybrid solution of both national and international dispute resolution.

39. The concept can easily be adapted to either of the three solution above, if accepted by the industry.

40. The high experience level internationally certainly speaks in favor of such solution. However, two items have to be carefully considered in this area:

- 40.1. Does the legal framework in Myanmar allow such international practice? The Department already initiated clarification with this regard but would also be interested in the view of the industry.
- 40.2. Using international organization for the dispute resolution comes with highly experienced parties which executed thousands of dispute resolution. However, high experience usually has a high price. Considering this, the Department is concerned that affordability of the international services might be an issue. Also here, the Department would be interested to receive industry feedback.
41. The Department redrafted the dispute resolution approach addressing four areas of disputes:
- 41.1. Disputes initiated by applicants which were rejected by failing the eligibility criteria of Clause 21d, which will mainly address trademark dispute (21diii), but also addresses other issues.;
- 41.2. Disputes initiate by third parties or the Registrars addressing incomplete information according to 23b and 20ci, 20cii, 20ciii and 23a;
- 41.3. Disputes initiate by public agencies or third parties addressing licensed professions protected under the “.pro.mm” SLD; and
- 41.4. Disputes in relation to Sensitive Names.
42. All categories are linked to ICANN’s dispute resolution processes where the Department proposes in Attachment 1 adjustments to reflect the Myanmar market.
43. To reduce the number of potential disputes, the Department furthermore added additional eligibility criteria 18dvi and 18dvii for companies and 18hiv for individuals and permitted with Clause 23f that parties acquire Domain Names solely for the purpose of resale.

Question 20:

Please provide your feedback on the proposed transfer rules.

1. All parties agreed to the proposed transfer rule.

Question 21:

Please provide your feedback on the proposed charging mechanisms.

2. All parties agreed in principle to the provision of Clause 28. One party submitted that separate fees for one-off and annual fees shall be established.

Question 22:

Please provide your general feedback on the proposed Electronic Addressing Plan. Would you see the necessity to incorporate further details? Is the Electronic Addressing Plan exaggerated and should be reduced to less detail?

44. One party submitted that “in its current form, this document deals mainly with domain name management and the management of autonomous system numbers and IP addresses. PTD may also wish to consider the extent to which other email addresses, layer 2 (Data Link) addresses e.g. MAC addresses, may need to be addressed.” The Department follows with the existing Numbering Plan and this EAP international standards and does currently not intend to intervene in email addresses, layer 2 (Data Link) addresses e.g. MAC addresses.

Questions for the second Public Consultation

On the basis of the provided industry feedback, the Department redrafted mainly four areas where it seeks feedback from the industry:

- 1) Domain Names assigned prior the effective date of the EAP: The Department clarified the process to follow for existing Domain Name Holder. Please provide your view on this process.
- 2) The Department streamlined and further clarified the roll and responsibilities of the Registrars, the Registry and the Department in the area of the EAP. Please provide your view whether defined rolls and responsibilities are clear from your perspective and the registration process is sufficiently described from the perspective of the EAP.
- 3) Eligibility criteria were further detailed and clarified. Additional provisions were provided to reduce the potential number of disputes. Please provide your feedback on the adjustments and please provide your feedback whether further criteria shall be incorporated and if so what these criteria shall be.
- 4) The dispute resolution process was streamlined and enriched with processes from ICANN successfully applied internationally. Please provide your feedback on the dispute resolution processes and the related questions addressed in the previous chapter.
- 5) Transitional rules were provided. Please provide your view on the provided transitional provisions.

**Draft Decision Report
on
Electronic Addressing Plan**

(Clean Version V1)

DATED AS OF: October 2018

PREPARED BY



Posts and Telecommunications Department
Ministry of Transport and Communications
The Republic of the Union of Myanmar

Myanmar Electronic Addressing Plan

Final Draft

Section I – Title, Extent, Commencement, Variation & Legal Effect

1. Short title, extent and commencement:

- a. This Directive shall be called "Myanmar Electronic Addressing Plan" or in short "Electronic Addressing Plan".
- b. The Directive shall cover application for and use of Electronic Addresses, i.e. IP Addresses, Autonomous System Numbers (ASN) and Domain Names. This Directive shall further set the framework conditions for agencies that assigns domain names under the ".mm" country code Top Level Domain (ccTLD) assigned to the Republic of the Union of Myanmar.
- c. This Directive shall come into effect from the date it is issued and shall continue for such time until revised, varied or replaced by the Department.

2. Variation & Revocation: The Department may at any time review, add to, vary or revoke this Directive in whole or in parts in accordance with the provision of Chapter 7 of the Law

3. Legal effect of this Directive:

- a. This Directive shall be applicable for all Licensee, all Registrars and all persons and entities which are entitled to apply for and to use Electronic Addresses, IP Addresses, Autonomous System Numbers (ASN) and Domain Names.
- b. If any provision of this Directive is held to be unlawful, all other provisions will remain in full force and effect.

Section II – Definitions

4. **Definitions:** In this Directive, unless the context otherwise requires:

- a. “**.mm**” **Country Code Top Level Domain** ” or “**.mm**” **ccTLD** ” means the ccTLD “.mm” which has been designated in ISO 3166-1 to the Republic of the Union of Myanmar.
- b. “**.mm**” **Domain Name**” means a Domain Name under the “.mm” ccTLD.
- c. “**Address**” means a string or combination of digits and symbols that identifies an instance in the Internet.
- d. “**Asia-Pacific Network Information Center**” or “**APNIC**” means the Regional Internet Registry administering IP Addresses for the Asia Pacific.
- e. “**ASN Assignment Holder**” means a person or an entity in the Republic of the Union of Myanmar which was assigned one or several ASN.
- f. “**Application Service**” shall have the meaning as defined in the Licensing Rules.
- g. “**Autonomous System**” or “**AS**” means one or a group of IP networks operated by one or more network operators that has a single and clearly defined external routing policy.
- h. “**Autonomous System Number**” or “**ASN**” means a unique two-byte or four-byte number associated with an Autonomous System (“AS”). The ASN is used as an identifier to allow the AS to exchange dynamic routing information with other Autonomous Systems. ASN are allocated to regional Registries by the IANA, which is APNIC for the Asia-Pacific region.
- i. “**Complainant**” means a third party that lodges a complaint against a Respondent in accordance with a specific dispute resolution process the Registrant is subject to.
- j. “**Country Code Top Level Domain**” or “**ccTLD**” means a domain in the top level of the global DNS assigned according to the two-letter codes as defined in the ISO 3166-1 Standard “Codes for the Representation of Names of Countries and Their Subdivisions – Part 1: Country codes”.
- k. “**Department**” means the Posts and Telecommunications Department under the Ministry.
- l. “**Domain Name**” means a Name which enables a user of the Internet to access an entity

in the Internet

- m. **“Domain Name System”** or **“DNS”** means the hierarchical naming system built on a distributed database for computers, services, or any resource connected to the Internet, associating various information with Domain Names assigned to each of the participating entities including but not limited to translation of Domain Names meaningful to humans into the numerical identifiers associated with networking equipment for the purpose of locating and addressing these devices worldwide.
- n. **“Electronic Address”** means either IP Addresses, Autonomous System Numbers (ASN) consisting of a sequence of numbers or Domain Names consisting of a name or a sequence of numbers. IP Addresses operate with the Internet Protocol (IP), ASN operate with Border Gateway Protocols (BGP) and Domain Names operate with DNS Protocols to locate devices or groups of devices in the internet.
- o. **“Internationalized Domain Name”** means a Domain Name that contains at least one label that is represented, in whole or in part, in a language-specific script or alphabet, such as Arabic, Chinese, Cyrillic, Myanmar, Tamil, Hebrew or the Latin alphabet-based characters with diacritics or ligatures, such as French.
- p. **“Internet”** means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardized communication protocols.
- q. **“Internet Assigned Numbers Authority”** or **“IANA”** means a function of ICANN responsible for the allocation of globally unique names and numbers that are used in Internet Protocols including but not limited to Generic Top Level Domain Name (gTLD), Sponsored (sgTLD), Internationalized Domain Names (IDN).
- r. **“Internet Corporation for Assigned Names and Numbers”** or **“ICANN”** means a nonprofit private corporation that oversees global IP Address allocation, autonomous system number allocation, root zone management in the Domain Name System (DNS), media types, and other Internet Protocol-related symbols and Internet number.
- s. **“Internet Protocol”** or **“IP”** means a set of rules governing the format of data sent over the Internet or other networks.

- t. **“IP Address”** means a number identifying each sender or receiver of information sent across the Internet using the Internet Protocol. Two versions of IP Addresses are differentiated:
- i. **“Internet Protocol version 4 Address”** or **“IPv4 Address”** means an IP Address used in the Internet Protocol version 4 which uses 32-bit Addresses.
 - ii. **“Internet Protocol version 6 Address”** or **“IPv6 Address”** means an IP Address used in the Internet Protocol version 6 which uses 128-bit Addresses.
- u. **“IP Address Assignment Holder”** means a person or an entity in the Republic of the Union of Myanmar which was assigned one or several IP Addresses.
- v. **“ISO 3166”** means the international standard “Codes for the Representation of Names of Countries and Their Subdivisions” maintained by the ISO 3166 Maintenance Agency.
- w. **“ISO 3166-1”** means the part “Country Codes” of the ISO 3166.
- x. **“Law”** means the Telecommunications Law of the Republic of the Union of Myanmar, 2013.
- y. **“Licensee”** shall have the meaning as defined in the Law and in the Licensing Rules.
- z. **“Ministry”** means the Ministry of Transport and Communications (MOTC) of the Republic of the Union of Myanmar.
- aa. **“Name”** means the human recognizable format of identifying an Electronic Address usually comprise words and/or alphabets.
- bb. **“Name Server”** means a server in the Internet which resolves a Domain Name to a physical IP Address.
- cc. **“Primary Name Server”** means a Name Server which provides the authoritative resolution of a Domain Name to a physical IP Address for a particular level in the Domain Name hierarchy.
- dd. **“Provider or Center”** means Domain Name Dispute Resolution Provider or Centre (“Provider” or “Centre”) for “.mm” ccTLD as defined in Clause 24.
- ee. **“Registered Data”** means data regarding the Registrant and Registrant's enterprise required in connection with applications and notices of modification.

- ff. **“Register”** means any one of the Registers established or maintained by the Department for the purposes of Chapter 7 of the Law.
- gg. **“Registrant”** means a person or an entity who or that has registered a “.mm” Domain Name.
- hh. **“Registrar”** means a person or an entity that has made an agreement with a Registry for the right to send in applications and notices of modification to the Registry on behalf of Registrants or for holders of domains under the “.mm” ccTLD.
- ii. **“Registry”** means an entity that by agreement with the Department or by authorization of the Department is entitled to assign domain names under the “.mm” ccTLDs..
- jj. **“Second Level Domain Name”** means a Name at the second level of the global Domain Name hierarchy.
- kk. **“Secondary Name Server”** means a Name Server which provides redundancy to the Primary Name Server, which can be queried if an instance of the Internet is unable to reach the Primary Name Server.
- ll. **“Third Level Domain Name”** means a Name at the third level of the global Domain Name hierarchy.
- mm. **“WHOIS”** means a query and response protocol that is widely used for querying databases that store registered users or assignees of Domain Names.

Section III – IP Addresses

5. Provision of IP Addresses:

a. IP Addresses shall be obtained from the APNIC following its open assignment policies or through holders of IP Address assignments located in the Republic of the Union of Myanmar subject to conditions set out in this Directive.

b. IP Address assignment holders

- i. which are incorporated in the Republic of the Union of Myanmar under the relevant law as Myanmar or Foreign Company; or
- ii. who are permanent residents in the Republic of the Union of Myanmar; and
- iii. who have been issued with IP Addresses by APNIC;

shall within thirty (30) working days after IP Addresses were assigned to this IP Address Assignment Holder submit required information as specified by the Department from time to time in accordance with Clause 7a to the Department manually or electronically or as otherwise directed by the Department.

c. All IP Address Assignment Holders shall be entitled to provide these IP Addresses to third parties on a permanent basis (e.g. fixed IP Address) for use in the Republic of the Union of Myanmar.

d. The provision of IP Addresses by IP Address Assignment Holder to third parties shall be conducted in a fair, reasonable, equitable and non-discriminatory manner and third parties shall be assigned with unique public IP Addresses. In case IP Address Assignment Holders define roles and responsibilities in relation to use of provisioned IP Addresses, then these roles and responsibilities shall be fair, reasonable, equitable and non-discriminatory.

6. Conditions of Use:

a. Notwithstanding anything to the contrary in any conditions of use imposed by APNIC, the holder of any IP Addresses shall comply with the following conditions of use as set out in Clause 6b subject but not limited to any other conditions referred in this Direction.

- b. The use of any IP Address shall be subjected to the following conditions:
- i. The use of any IP Address shall be subject to this Directive;
 - ii. The IP Addresses issued shall not be charged, sold, auctioned, traded or transferred otherwise than as permitted under this Directive;
 - iii. Comply with the conditions imposed by APNIC to the extent that they are not contrary to the conditions of this Directive, the Law and any other laws, rules and regulation as the case may be; and
 - iv. IP Addresses that have been issued to third parties shall not be suspended or cancelled by the provider except:
 - (a) where the end-user has not complied with defined roles and responsibilities of the IP Address Assignment Holder to which the IP Addresses relate, including timely payment of charges associated with the service;
 - (b) in compliance with instructions from the Department; or
 - (c) upon the third party's request.

7. Retention of Information:

- a. IP Address Assignment Holder shall keep or retain the following information:
- i. the IP Address Assignment Holder's use of IP Addresses issued by APNIC;
 - ii. the assigned IP Addresses; and
 - iii. the identity of each third party the IP Address Assignment Holder issued IP Addresses to.
- b. The Department may request IP Address Assignment Holder to submit information in accordance with Clause 7a to the Department manually or electronically or as otherwise directed by the Department.

Section IV - Autonomous System Numbers (ASN)

- 8. Provision of ASN:** ASN used in the Republic of the Union of Myanmar shall be obtained from APNIC following its open assignment policies subject to conditions set out in this Directive or the Department otherwise determines.

Section V - Domain Names

9. No Retrospective Effect:

- a. The provisions of this Section shall not have retrospective effect and shall not nullify any valid Domain Names which have been assigned prior to the effective date of this Directive in accordance with Clause 1c of this Directive, unless the assignment was obtained dishonestly or in bad faith.
- b. Valid Domain Names assigned prior to the effective date of this Directive shall be protected for the period of one year after designation of a Registry. It shall be the responsibility of the Registry which is determined by the Department in accordance with Clause 10c of this Directive to electronically contact the holder of valid Domain Names assigned prior to the effective date of this Directive not later than nine months after its determination as Registry to inform the holders of Domain Names assigned prior to the effective date of this Directive that they shall reregister the Domain Names within one year of the designation of the Registry.
- c. The Registry shall provide with its electronic information to holder of Domain Names assigned prior to the effective date of this Directive the examples of at least two Registrars which they could use for the reregistration process.
- d. The Registry shall send electronically on a monthly basis the electronic information to the holder of Domain Names registered prior to the effective date up to one year after designation of the Registry unless the holder of Domain Names registered prior to the effective date of this Directive has reregistered the Domain Names.
- e. If the holder of Domain Names registered prior to the effective date of this Directive has not reregistered the Domain Names registered prior to the effective date of this Directive within one year from designation of the Registry, then the Registry shall suspend the Domain Names. The suspended Domain Names shall be reserved for a period of three months after suspended and the holder of Domain Names registered prior to the effective date of this Directive shall be permitted to reregister the Domain Names within these three months the Domain Names are reserved.
- f. If the holder of Domain Names registered prior to the effective date of this Directive does

not reregister within the period of one year and three months from the date of designation of the Registry then the Registry shall cancel and delete the Domain Names registered prior to the effective Date of this Directive and the Domain Names shall be open for registration by any third party subject to the Clauses 12, 13, 14, 16 and 17.

10. Duties of the Department:

- a. In accordance with ISO 3166-1 which designates the “.mm” ccTLD to the Republic of the Union of Myanmar and in accordance with Chapter 7 of the Law, the Department shall direct rules and regulation on allocation and usage of the “.mm” ccTLD and all Domain Names under the “.mm” ccTLD.
- b. Apart from the “.mm” ccTLD Domain Names applied for and/or already in existence the Department may, from time to time, determine rules for the assignment of Domain Names under the “.mm” ccTLD. Rules for assignment of Domain Names shall be subject to public consultation and shall be designed that they ensure high technical quality, are non-discriminatory, promote predictability, protect personal data and consumer interests, promote the interests of Internet users, individually and as a group, and promote national interests and allow for international developments in the Internet.
- c. The Department may determine from time to time a third party to operate and administer the “.mm” ccTLD which shall not be entitled to act as a Registrar. The Department may define the conditions to be met by the Registry and may issue a public call for tender in order to designate the Registry.
- d. The activities of the Registry shall be subject to authorization by the Department. The authorization shall be for a specific time period and may be subject to renewal. The Registry shall not transfer its activities to another entity without prior approval by the Department.
- e. The Department may amend the provisions of the authorization of the Registry or contract with the Registry prior to expiry if there is a change in circumstances or in the law and such amendment is necessary to protect overriding public interests.
- f. The Department shall exercise supervision of the Registry to ensure compliance with the Law and this Directive.

- g. If the Registry fails to satisfy the requirements of the Law or this Directive, then the Department may order the Registry to remedy unlawful conditions or may order operations to cease within a specified time limit.
- h. If the Registry terminates its registration activities, whether voluntarily or by order pursuant to this Directive, or for other reasons, all Registered Data shall be transferred to the Department or to a new Registry.
- i. The Registry's duties may be taken over by the Department until a new Registry is established. In this case, the Department shall take over the Registered Data free of charge and shall in turn transfer these data to the new Registry free of charge.
- j. The Department shall decide whether operations in the interim period shall take place in accordance with the rules of the Registry being terminated, and the rules concerning the complaints board, or whether new rules shall be adopted.
- k. The Department may from time to time appoint Registrars. The Registry shall delegate parts of the registration process in accordance with Clause 20, 21, 23 and 25 , including forwarding applications and alteration notices on behalf of applicants for, and Registrants of, Domain Names, to the Registrars.

11. Rights and Obligations of the Registry

- a. The Registry's duties shall include but shall not be limited to the following.
 - i. The Registry shall install, manage and update the technical infrastructure required for the allocation and management of the “.mm” ccTLD while taking the necessary precautions to ensure reliability, accessibility, availability, security and operability of the infrastructure;
 - ii. The Registry shall provide reliable and professional operation of the Domain Name System within the “.mm” ccTLD in accordance with the applicable technical standards;
 - iii. The Registry shall manage domain names within the national country code domain and shall implement rules for assignment of Domain Names under the “.mm” ccTLD as directed by the Department;

- iv. The Registry shall install, administer and update a central public database providing any interested persons with guaranteed real-time access to information about domain name holders while taking necessary precautions to ensure reliability, accessibility, availability, security and operability of the infrastructure;
 - v. The Registry shall ensure that the infrastructure in accordance with Clause 11ai and 11aiv conforms to the state of the art and is compatible with international standards used for the domain name system; and
 - vi. The Registry shall in the context of its duties to allocate and manage domains, work towards the stability of the Domain Name System.
- b. The Registry shall promote competition between Registrars by granting all Registrars the same terms and treating Registrars in a non-discriminatory manner.
 - c. The Registry may charge a fee to the Registrars. Fees charged by the Registry to Registrars shall be fair, based on costs and approved by the Department.
 - d. The terms of the standard contract between the Registry and the Registrars shall be non-discriminatory and may be reviewed by the Department from time to time.
 - e. The Registry shall ensure that electronic copies are kept of all Registered Data, for at least five years.
 - f. The Registry shall safeguard privacy of personal information regarding Registrants of Domain Name in accordance with national data protection laws, once effective.
 - g. The Registry shall be responsible to incorporate all Registered Data in accordance with Clause 9, Clause 10h and Clause 10i of Domain Name Registrations prior to date of appointment of the Registry into the Registry.

12. Categories of “.mm” ccTLD: Domain Names under the “.mm” ccTLD may comprise any alphanumeric character and multilingual characters. Domain Names under the “.mm” shall be categorized as follows:

- a. **“Second Level “.mm” Domain Names”** are Second Level Domain Names under the “.mm” ccTLD open to all eligible parties;
- b. **“Third Level “.mm” Domain Names”** are Third Level Domain Names under Second Level

“.mm” Domains open to all users;

- c. “**Internationalized “.mm” Domain Names**” are Internationalized Second Level Domain Names which are open to all user once the Department unreserved them;
- d. “**Reserved Second Level “.mm” Domain Names**” are Second Level “.mm” Domain Names which are reserved by the Department from time to time for specific usage or for specific user pursuant to Clause 13 of this Directive; and
- e. “**Sensitive Second Level “.mm” Domain Names**” are Second Level “.mm” Domain Names which contain Sensitive Names pursuant to Clause 15 of this Directive. Sensitive Names may be exempted by the Department from time to time from usage.

13. Reserved Second Level “.mm” Domain Names:

- a. The following Second Level “.mm” Domain Names shall be reserved for special usage:
 - i. “.com.mm” shall be reserved for commercial organizations or activities;
 - ii. “.biz.mm” shall be reserved for commercial organizations or activities;
 - iii. “.net.mm” shall be reserved for commercial organizations or activities;
 - iv. “.pro.mm” shall be reserved for commercial organization or activities;
 - v. “.org.mm” shall be reserved for non-profit or charitable organizations or activities which do not qualify for other categories;
 - vi. “.edu.mm” shall be reserved for educational institutions of the Republic of the Union of Myanmar;
 - vii. “.name.mm” shall be reserved for Myanmar individual’s personal use;
 - viii. “.per.mm” shall be reserved for Myanmar individual’s personal use;
 - ix. “.gov.mm” shall be reserved for government departments or agencies; and
 - x. “.hluttaw.mm” shall be reserved for the Parliament of the Republic of the Union of Myanmar reflecting the threefold Parliament Structure of the national Parliament consisting of Pyidauungsu Hluttaw, Pyithu Hluttaw, Amyotha Hluttaw and the State & Region Hluttaw.

- b. The following Second Level “.mm” Domain Names shall be reserved and shall not be available for registration until the Department has unreserved the same. The Department may amend the following listed Third Level “.mm” Domain Names from time to time.
 - i. “.info.mm”;
 - ii. “.shop.mm”;
 - iii. “.taxi.mm”;
 - iv. “.museum.mm”; and
 - v. “.aero.mm”;
 - vi. Any other Name approved by ICANN or by the Department.
- c. Internationalized “.mm” Domain Names shall be reserved and shall not be available for registration until the Department has unreserved the same.
- d. Upon the release of the reservation by the Department of the Second Level “.mm” Domain Names pursuant to Clause 13b, the Department may specify the purpose, for which the Second Level “.mm” Domain Names within each Second Level “.mm” Domain Names can be used, the eligibility criteria for a Registrant and/or such other relevant matters.

14. Principally Reserved Names: The following Names shall be reserved and shall not be available for registration for the public:

- a. **Country / State / Province / District / City / Town / Village Tract / Ward / Village Name and related short codes as for example YGN for :** Names by themselves containing country or state or province or district or city or town or village tract or ward or village Names or well-known Names such as “Myanmar”, “Shan”, “Mandalay”, “Inle Lake”, etc. or the Myanmar language equivalents shall be reserved. Related Domain Names may only be applied for by the relevant authority, or persons who have been duly authorized by the relevant state authority.
- b. **Names related to the Government of the Republic of the Union of Myanmar and related short codes and abbreviations** such as “Ministry of Transport and Communications” with the short code MOTC and variations thereof or any other words or non-Latin characters (or a combination of such non-Latin characters) that may suggest a link to the

Government, or the Myanmar language equivalents shall be reserved.

- c. **Names related to Religions:** Names by themselves containing words in either English or Myanmar language, that are sensitive to the main religions in Myanmar such as "Buddha", "Buddhism", "Hindu", "Islam", "Christianity", etc. shall be reserved.
- d. **Names related to Banks or Finance Companies including short codes** by themselves or as part of a label, contains the words "bank" or "finance company" (or any derivative of the words in any language) shall be reserved. Only parties who have prior written approval from Central Bank of Myanmar may apply for these Domain Names.
- e. **Geographical Names including short codes** by themselves containing Names, in English or Myanmar language of inter-governmental organizations or country Names shall be reserved.
- f. **Regulated Names including short codes:** Regulated Names means Names prescribed by statute which may only be used subject to the necessary qualifications, consents, licenses and / or permissions having been obtained from the relevant government ministry, department, agency or regulatory authority, as may be applicable to the Registrar. Government agencies and / or regulatory authorities shall be able to request the de-registration or suspension of certain ".mm" Domain Names that fall within their jurisdiction and are in breach of a statutory provision of the law. The requests made shall be based on the requesting party's legal authority and shall subject to the oversight of the Department.
- g. **Trademark Names:** The Third Level ".com.mm", ".biz.mm", ".pro.mm", ".net.mm", ".org.mm" or ".edu.mm" Domain Names containing Trademark Names registered under the Myanmar Trademark Law, once it is effective, or any subsequent law of the Myanmar Trademark Law, or any bylaw, rules and regulations of the Trademark Law shall be reserved for the owner of the Trademark unless the Third Level ".com.mm", ".biz.mm", ".pro.mm", ".net.mm", ".org.mm" or ".edu.mm" Domain Names containing a Trademark were already registered by a third party prior Trademark Name registration under the Myanmar Trademark Law.

15. Sensitive Names means Names which may be considered scandalous, obscene, offensive,

indecent and/or contrary to public norms of the Republic of the Union of Myanmar, or Names which give the connotation that such Names are directly or indirectly obscene and scandalous.

For the purpose of interpretation, a Name shall be considered to be:

- a. **“obscene”** where it relates to a perversion of sex or sexual activities running counter to accepted standards of morals;
- b. **“offensive”** where it hurts the feelings of groups within the society, including but not limited to, where it comprises of derivatives and colloquialisms of words that are offensive, including:
 - i. derogatory terms referring to people;
 - ii. racial or ethnic slurs;
 - iii. religious slurs;
 - iv. sneering sexual (identity/preference) remarks;
 - v. undesirable reference towards culture, society or community;
 - vi. vulgar or crude expressions that refer to the anatomy, bodily function, body by-products and gender.

16. Validity of Domain Names:

- a. All Domain Names shall be valid for one (1) year from the date of registration and may be renewed annually or any other period that may be determined from time to time by the Department.
- b. Renewal of the registration is subject to the Registrant continuing to meet the eligibility criteria pursuant to Clauses 18c, 18d, 18g, 18h, 18i, or 18j of this Directive and subject to conditions of registration.

17. Eligible Domain Names under the “.mm” ccTLD:

- a. A Domain Name under the “.mm” ccTLD may comprise any alphanumeric character and multilingual characters such as Myanmar language script character.
- b. All ASCII “.mm” Domain Names shall:

- i. be at least 2 (two) character long, but subject to such length as may be technically feasible;
 - ii. contain only letters (a-z), numbers (0-9) and hyphens (-), or a combination of these; and
 - iii. start and end with a letter, not a hyphen.
- c. All non-ASCII “.mm” Domain Names shall:
 - i. be at least (two) 2 characters long but subject to such length as may be technically feasible;
 - ii. contain only Myanmar script character, numbers (0-9) and hyphens (-), or a combination of these; and
 - iii. start and end a Myanmar script character, not a hyphen.

18. Eligibility Criteria for the Assignment of Domain Names under the “.mm” ccTLD:

- a. All applicants shall either be Myanmar entities or individuals, or foreign entities or individuals with valid proof of identification and valid addresses in the Republic of the Union of Myanmar as defined under the eligibility criteria for Second Level “.mm” Domain Name registrations pursuant to Clause 18c.
- b. All applicants shall either be Myanmar entities or in the case of natural persons, at least permanent residents of the Republic of the Union of Myanmar as defined under the eligibility criteria for each Third Level Domain Name Registrations pursuant to Clauses 18d - 18j.
- c. To be eligible for being assigned a Second Level “.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the following criteria:
 - i. An individual of eighteen (18) years of age or above and holder of a valid passport or national identity card of the Republic of the Union of Myanmar;
 - ii. An individual of eighteen (18) years of age or above living outside of the Republic of the Union of Myanmar and holding a valid passport or national identity card of the Republic of the Union of Myanmar;

- iii. A foreign individual of eighteen (18) years of age and above holding a valid passport with proof of residence in the Republic of the Union of Myanmar;
- iv. A Foreign or Myanmar company incorporated under the relevant law of the Republic of the Union of Myanmar;
- v. A Regional Office registered under the relevant law of the Republic of the Union of Myanmar;
- vi. A society registered pursuant to the relevant law of the Republic of the Union of Myanmar;
- vii. A foreign embassy;
- viii. A foreign office approved by the Ministry of Foreign Affairs;
- ix. A professional firm, such as law, audit, architect and real estate firms registered under the relevant law of the Republic of the Union of Myanmar either with or established in accordance with the respective statute or body governing that professional firm;
- x. A statutory body or organization established in the Republic of the Union of Myanmar pursuant to statute;
- xi. A trade union established pursuant to the relevant law of the Republic of the Union of Myanmar;
- xii. Religious entities approved or accredited or registered by relevant bodies in the Republic of the Union of Myanmar;
- xiii. Myanmar government aided primary and/or secondary schools (including vocational schools);
- xiv. Universities under the administration of the Ministry of Education of the Republic of the Union of Myanmar;
- xv. Private schools and private higher educational institutions established or licensed pursuant to the relevant law of the Republic of the Union of Myanmar;
- xvi. Educational institutions accredited / registered by a relevant government

department/agency of the Republic of the Union of Myanmar; or

- xvii. A ministry, a government department or agency, a state government department or agency, or a local authority department or agency of the Republic of the Union of Myanmar.
- d. To be eligible for being assigned a Third Level “.biz.mm”, “.com.mm”, or “.net.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the criteria of Clause 18di - 18dvi and the criteria of Clause 18dvii and Clause 18dviii:
- i. A Foreign or Myanmar company incorporated under the relevant law of the Republic of the Union of Myanmar;
 - ii. A Regional Office registered under the relevant law of the Republic of the Union of Myanmar;
 - iii. A professional firm, such as law, audit, architect and real estate firms registered under the law of the Republic of the Union of Myanmar either with or established in accordance with the respective statute or body governing that professional firm;
 - iv. A foreign office approved by the Ministry of Foreign Affairs of the Republic of the Union of Myanmar;
 - v. A statutory body or organization established in the Republic of the Union of Myanmar pursuant to statute; or
 - vi. The owner of a Trademark registered in the Republic of the Union of Myanmar; and
 - vii. The Domain name in the “.biz.mm”, “.com.mm”, or “.net.mm” Domain shall:
 - a) exactly match, acronym or abbreviation of the Registrant’s company or trading name, organization or association name or trademark; or:
 - b) be otherwise closely and substantially connected to the Registrant.
 - viii. Registrations in the “.biz.mm”, “.com.mm”, or “.net.mm” Domain shall be used or intended to be used primarily for bona fide business or commercial purposes. Bona fide business or commercial use shall mean the bona fide use or bona fide intent

to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS to exchange goods, services, or property of any kind in the ordinary course of trade or business, or to facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

- e. To be eligible for being assigned a Third Level “.pro.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the criteria of Clause 18ei - 18iv and the criteria of Clause 18ev and Clause 18evi:
 - i. A Foreign or Myanmar company incorporated under the relevant law of the Republic of the Union of Myanmar;
 - ii. A Regional Office registered under the relevant law of the Republic of the Union of Myanmar; or
 - iii. A foreign office approved by the Ministry of Foreign Affairs of the Republic of the Union of Myanmar; and
 - iv. A professional firm, such as law, audit, architect and real estate firms registered under the law of the Republic of the Union of Myanmar either with or established in accordance with the respective statute or body governing that professional firm;
 - v. The Domain name in the “.pro.mm” Domain shall:
 - a) exactly match, acronym or abbreviation of the Registrant’s company or trading name, organization or association name or trademark; or
 - b) be otherwise closely and substantially connected to the Registrant.
 - vi. The Domain name fulfills the requirement of Clause 18dviii.
- f. To be eligible for being assigned a Third Level “.org.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the following criteria:
 - i. A foreign embassy;
 - ii. A trade union established pursuant to the relevant law of the Republic of the Union

- of Myanmar;
- iii. Religious entities approved or accredited or registered by relevant bodies of the Republic of the Union of Myanmar;
- g. To be eligible for being assigned a Third Level “.edu.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the following criteria:
- i. Myanmar government aided primary and/or secondary schools (including vocational schools);
 - ii. Universities under the administration of the Ministry of Education of the Republic of the Union of Myanmar;
 - iii. Private schools and private higher educational institutions established or licensed pursuant to the relevant law of the Republic of the Union of Myanmar; or
 - iv. Educational institutions accredited/registered by a relevant government department/agency of the Republic of the Union of Myanmar; or
- h. To be eligible for being assigned a Third Level “.name.mm” or “.per.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the Clause 18hi - 18hiii and the Criteria 18hiv:
- i. An individual of eighteen (18) years of age or above and holder of a valid passport or national identity card of the Republic of the Union of Myanmar;
 - ii. An individual of eighteen (18) years of age or above living outside of the Republic of the Union of Myanmar and holding a valid passport or national identity card of the Republic of the Union of Myanmar; or
 - iii. A foreign individual of eighteen (18) years of age and above holding a valid passport with proof of residence in the Republic of the Union of Myanmar;
 - iv. Domain names in the “.name.mm”, or “.per.mm” Domain shall:
 - a) exactly match, acronym or abbreviation of the Registrant’s name; or
 - b) be the name of a fictional character in which the Registrant have trademark or service mark rights; or:

- c) be otherwise closely and substantially connected to the Registrant.
- i. To be eligible for being assigned a Third Level “.gov.mm” Domain Name under the “.mm” ccTLD, the applicant shall provide a recommendation letter from the Ministry and shall meet at least one of the following criteria:
 - i. A ministry of the Republic of the Union of Myanmar;
 - ii. A government department or agency of the Republic of the Union of Myanmar;
 - iii. A state government department or agency of the Republic of the Union of Myanmar;
 - iv. A local authority department or agency of the Republic of the Union of Myanmar;
or
 - v. A statutory body or organization established in the Republic of the Union of Myanmar pursuant to statute.
- j. To be eligible for being assigned a Third Level “.hluttaw.mm” Domain Name under the “.mm” ccTLD, the applicant shall be a national Parliament of the Republic of the Union of Myanmar
 - i. Pyidauungsu Hluttaw;
 - ii. Pyithu Hluttaw;
 - iii. Amyotha Hluttaw or
 - iv. a State or Region Hluttaw (Parliament) within the Republic of the Union of Myanmar.
- k. The Department may amend the eligibility criteria pursuant to the Clauses 18c - 18j of this Directive from time to time.

19. Assignment of Domain Names under the “.mm” ccTLD: All Domain Names under the “.mm” ccTLD are assigned by the Department directly or through the Registry to eligible parties pursuant to the Clauses 18c - 18j of this Directive. Parties are required to satisfy the eligibility criteria pursuant to the Clauses 18c - 18j of this Directive and such other criteria as may be specified by the Department.

20. Application for Registration of a Domain Name under the “.mm” ccTLD:

- a. An application for the registration of a Domain Name under the “.mm” ccTLD shall be in the format as required by the Department or the Registry and shall be accompanied by at least the following information (“Registered Data”) or as otherwise specified by the Department or the Registry:
 - vii. the applicant’s name, postal address, e-mail address, telephone number, and if available, fax number;
 - viii. the name of the person authorized by the applicant for contact purposes in case the applicant is not a natural person;
 - ix. the IP Addresses of the Primary Name Server and Secondary Name Server(s) for the Domain Name and the corresponding names of the Name Servers;
 - x. name, postal address, e-mail address, telephone number, and, if available, fax number of:
 - (a) the technical contact for the Domain Name;
 - (b) the administrative contact for the Domain Name;
 - (c) the billing contact for the Domain Name;
 - xi. the relevant supporting documents to demonstrate the eligibility criteria for the Domain Name under which the assignment is applied for; and
 - xii. any remark concerning the Domain Name which should appear in the WHOIS directory.
- b. An application shall be deemed to have been made upon the Registrar receiving the completed application form with all the required Registration Data.
- c. Applicants for registration of Domain Names under the “.mm” ccTLD shall furnish a personal statement affirming as a minimum that registration and use of the name applied for:
 - i. is not contrary to the assignment rules;
 - ii. is not contrary to national law

- iii. does not conflict with the rights of a third party; and
 - iv. does not unrightfully give the impression of pertaining to public administration or the exercise of public powers.
- d. The applicant shall grant the Department or the Registry in this personal affirmation the right to recall the assigned domain name if it is obvious that the assignment was contrary to Clause 20b.
- e. If a Registrant of a Domain Name owner does not pay the fees agreed to by contract with the Registrar or Registry, the domain name shall revert to the Registry.

21. Powers, Duties & Obligations of Registrars on Application:

- a. The Department may appoint from time to time one or more Registrars to assist the registration, billing and renewal of “.mm” Domain Names for and on behalf of the Department. With appointment, Registrars shall enter into standard agreements with the Registry. The duties of the Registrar may include modification of registration data, cancellation or suspension of Domain Names and transfer of the Domain Names in accordance with this Clause 21 and with Clause 23 and 25.
- b. The Registrar may charge a fee for any applications for the registration, renewal, suspension, transfer and usage of a “.mm” Domain Name.
- c. The Registrar shall verify and register the “.mm” Domain Name applied for upon ensuring that the application complies with this Directive, the stipulated requirements of the Registrar and any other rules prescribed by the Department.
- d. A “.mm” Domain Name application shall be refused by the Registrar if:
 - i. the “.mm” Domain Name is reserved or contains Reserved Names pursuant to Clause 14 of this Directive;
 - ii. the “.mm” Domain Name contains Sensitive Names pursuant to Clause 15 of this Directive;
 - iii. the Domain Name is identical and registered by others;
 - iv. the applicant has not provided the necessary data in accordance with Clause 20a;

- v. the applicant has not provided the personal statement in accordance with Clause 20c or Clause 23d; or
 - vi. the applicant does not fulfill the eligibility criteria in accordance with Clause 18;
- e. If the application of a “.mm” Domain Name is refused, then the Registrar shall give written notice to the applicant of its decision and the reason(s) for such decision. Where the rejected applicant requests for additional information relating to the refusal, the Registrar may impose a fee prior to fulfilling such request.

22. Availability of Registration Data:

- a. Except for the supporting documents submitted or verified online, together with the relevant application form and in line with prevailing data protection law at all time, the Registration Data shall be available to the public and shall appear in the WHOIS directory which shall be accessible on-line unless the Department otherwise instructs.
- b. The Registrar shall submit electronically all relevant Domain Name Registration Data including documents submitted or verified online by the Registrant and the application form of the Registrant and all data in accordance with the processes defined in this Directive. The Registrar shall respect suitable data protection standards within the electronic submission process.

23. Rights and Obligations of Registrant & Registrars:

- a. **Conditions of Registration:** The Registrar shall ensure that the registration of any “.mm” Domain Name by a Registrant is subject to the following conditions:
 - i. the Registrant warrants that the Registration Data and all other information submitted for the application of registration is complete, true and accurate;
 - ii. the registration of the Domain Name is governed under the terms and conditions as contained in the Registration Agreement which shall be subject to approval by the Department; and
 - iii. the registration of the Domain Name follows any provision of the Law or any subsidiary legislation made under the Law in relation to the registration or any relevant other written laws.

b. Incomplete, Incorrect or Inaccurate Information:

- i. The Registrar shall be authorized by the Department to set in place a process to receive and process complaints that have been lodged against any “.mm” Domain Name that are alleged to have been registered based on incomplete, incorrect or inaccurate information.
- ii. The Registrar may lock a Domain Name if the Registrar receives independent evidence or becomes aware with fulfilling its duties in accordance with Clause 23diii that the Registrant has provided incomplete, incorrect or inaccurate information during the registration, renewal or modification of the “.mm” Domain Name.
- iii. Where, in accordance with the process set in place under Clause 23bi by the Registrar, it is established that the Registrant has neglected, failed and/or refused to update or substantiate any type of license and/or authorization required from the relevant government ministry, department, agency or regulatory authority, the Registrar is authorized to suspend the relevant “.mm” Domain Name in accordance with the said process.
- iv. If the Registrar has locked or suspended a Domain Name under Clause 23bi or Clause 23bii, then the Registrar shall raise a complaint to the Panel under Clause 24aiii. If the Panel confirms that a Domain Name Registration or renewal was based on incomplete, incorrect or inaccurate information, then the Registrar shall cancel the registered Domain Name. The Registrar shall reserve the Domain Name for a period of six month in case of appeal and release it for registration by any third party after.

c. Modification of Registration Data:

- i. The Registrar shall provide Registrants the ability to modify their Registration Data subject to such verification procedures as may be put in place by the Registrar.
- ii. Modifications to the Registration Data which amount to a transfer of a Domain Name shall be done in compliance with Clause 25 of this Directive, failing which the Registrar may suspend and / or delete the Domain Name.

d. Renewal of Registration:

- i. Registrants may apply to renew their “.mm” Domain Name registration with any Registrars upon the payment of a non-refundable renewal fee as prescribed by the Department or Registrars.
- ii. Registrants shall be informed electronically within the Renewal of the Domain Name Registration by the Registrar to ensure that their registration data remain accurate, complete and correct.
- iii. The Registrar shall carry out random checks on the veracity of the information provided by the Registrants from time to time.

e. Cancellation or Suspension of a Registration:

- i. The Registrar shall suspend a “.mm” Domain Name registration in any of the following circumstances:
 - (a) upon the breach of any condition or warranty contained in the registration agreement;
 - (b) upon failure to pay any fee or renewal fee in relation to the registration;
or
 - (c) upon the contravention of any provision of the Law or any subsidiary legislation made under the Law in relation to the registration or any relevant written laws;

provided that any cancellation or suspension in the public interest shall only be carried out by the Department.

- ii. A Registrant affected by a deletion or suspension effected by the Registrar pursuant to Clause 23i may appeal to the Ministry in accordance with the provisions of the Act.

f. Prohibition on registering domain names for sole purpose of resale: A Registrant shall not register a “.mm” ccTLD for the sole purpose of resale or transfer to another entity.

24. Domain Name Dispute Resolution Process (“DNDRP”) and Domain Name Dispute Resolution Provider or Centre (“Provider” or “Centre”) for “.mm” ccTLD

- a. The Registry shall establish an independent Domain Name Resolution Provider or Center which may handle complaints within the DNDRP:
 - i. from applicants against decisions of a Registrar on applications for of a Domain Name Registration in accordance with Clause 21d;
 - ii. from any third party against a Domain Name Registrations in accordance with Clause 23b of this Directive;
 - iii. from Registrars that a Domain Name has been registered in contravention of a personal affirmation in accordance with Clause 20ci, 20cii, 20ciii or Clause 23a;
 - iv. from a public agency or from any third party against a Domain Name Registration in accordance with Clause 20civ; or
 - v. from any third party against a Domain Name Registration in accordance with Clause 15.

- b. The Provider or Center established by the Registry shall comprise of at least five members with minimum ten years industry experience each with the following qualifications:
 - i. at least one Linguist;
 - ii. at least one Legal Practitioner;
 - iii. at least one Information Technology Practitioner;
 - iv. at least one Expert of Regulated Names;
 - v. at least one Trade Mark Expert.

- c. The Registry shall develop and publish for the DNDRP policies and rules which shall be fully in line with ICANN’s “Uniform Domain Name Dispute Resolution Policy” and “Rules for Uniform Domain Name Dispute Resolution Policy” and related supplemented policies and rules as provided in Annex 1 of this Directive amended with national particularities of the Republic of the Union of Myanmar in accordance with this Directive and with directions as provided by the Department in Annex 1. Registrars shall publish in their internet

presence contact references to the Provider or Centre and shall establish online facilities for applicants, Registrants, Registrars, public agencies and for the public to raise complaints in relation to Domain Names which shall be automatically submitted to the Provider or Centre and mapped to the right policies and rules accordance to Clause 24e.

- d. Supplementary rules for the related procedures of the Provider or Centre shall be publicly available. Opinions of the Provider or Centre shall be open to the public in accordance with law in the Republic of the Union of Myanmar.
- e. The following ICANN Domain Name Dispute Resolution Procedures shall be applied by the Provider or Centre:
 - i. for Clause 24ai of this Directive:
 - (a) Uniform Domain Name Dispute Resolution from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.1 of this Directive if the complaint is raised in relation to Clause 21di, 21div, 21dv, or 21dvi;
 - (b) Eligibility Requirements Dispute Resolution Policy from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.2 of this Directive if the complaint is raised in relation to Clause 21diii and in relation to “.name.mm” or “.per.mm” SLD.
 - (c) Intellectual Property Defensive Registration Challenge from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.3 of this Directive if the complaint is raised in relation to Clause 21diii and in relation to “.biz.mm”, “.com.mm” or “.net.mm” SLD;
 - ii. for Clause 24aii, 24aiii or Clause 24av of this Directive: Uniform Domain Name Dispute Resolution from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.1 of this Directive; and
 - iii. for Clause 24aiv of this Directive: Qualification Challenge from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.4.
- f. The Provider or Centre shall reject the complaint if it is raised under Clause 24ai in relation

to Clause 21dii.

- g. The Registrar and the Registry shall maintain a Sensitive Domain Name index which they shall update with Sensitive Domain Names once they were informed about an opinion from the Provider or Centre on a complaint in relation to Clause 24av. All Names included in the Sensitive Domain Name index shall be reserved and Domain Name registrations with Domain Names containing Names for the Sensitive Domain Name index shall be permitted.
- h. Opinions returned by the Provider or Center shall be binding for the Registrar.
- i. Both the complainant and the Defendant may appeal to the Minister in accordance with Section 58a of the Law.

25. Transfer of Domain Name

- a. The Registrar shall transfer a Domain Name in the following circumstances:
 - i. **Voluntary transfer:** upon receipt of a request by the Registrant of the “.mm” Domain Name to transfer the Domain Name to a specified person or entity in such form required by the Registrar and such request shall be accompanied by a Letter of Undertaking duly signed by the authorized signatory of the Registrant, if the Registrant is a body corporate, that the Domain Name is not subject of any pending dispute resolution;
 - ii. **Transfer pending dispute resolution:** Upon receipt of a request by the Registrant of the “.mm” Domain Name to transfer the “.mm” Domain Name to a specified person or entity in such form as may be required by the Registrar and a written undertaking by the proposed transferee which shall be irrevocable, valid and free of any reservations or restrictions agreeing to be bound by any decision of the Department or any competent body adjudicating a dispute pertaining to that “.mm” Domain Name;
 - iii. **Transfer in accordance with a dispute resolution decision:** Until the expiry of ten (10) working days following receipt of a copy of decision of the DNDRP Panel to transfer the “.mm” Domain Name to a specified person, unless it is notified of an

appeal of the decision;

- iv. **Transfer in accordance with court order:** Upon receipt of a certified copy of an order of the High Court requiring the transfer of the “.mm” Domain Name to a specified person;
 - v. **Transfer upon the determination of the Registrar or the Department:** In accordance with terms and conditions, policies, rules and regulations and relevant laws governing the registration of Domain Names; or
 - vi. **Transfer upon death of the Registrant:** in accordance with applicable laws governing wills and the administration of estates in the Republic of the Union of Myanmar.
- b. In no other circumstance shall the Registrar transfer a registered “.mm” Domain Name except as may be authorized by the Department or the Ministry.
 - c. The Registrar may impose a fee for the transfer subject to approval by the Department.

26. Charges for Electronic Addressing Provisioning:

- a. Every application for an Electronic Address provisioning under this Directive shall be accompanied by the application fees as approved by the Department.
- b. All Registrants of Electronic Addresses shall be required to pay such fees in accordance to terms as approved by the Department.
- c. The registration fee may be prorated based on the period of use or may be prorated to a specified expiry date.

Section VI – Transition

27. Transition:

- a. All IP Address Assignment Holders which are subject to the IP Address reporting obligations of Clause 5b shall be exempted from their reporting obligations under Clause 5b until further notice. Once, the Department can provide IP Address Assignment Holder a facility for online IP Address reporting, then the Department will cease this exemption under this Clause 27a. The IP Address Assignment Holders shall populate the online facility within six months with all relevant IP Addresses.
- b. Registrars shall automatically reject trade mark complaints of applicants in relations to complaints under Clause 21d until the new Trade Mark Law of the Republic of the Union of Myanmar is in effect. The automatic rejection of the raised complaints shall provide the rejection reason to the complainant that trade mark related complaints shall not be raised until the Myanmar Trade Mark Law is in effect.
- c. Clause 14g shall come into effect once all following three criteria are fulfilled:
 - i. The new Myanmar Trademark Law is in effect;
 - ii. A online facility is provided to electronically search trademarks registered under the new Myanmar Trademark Law; and
 - iii. The Registry and Registrars developed an IT solution to electronically query the provided trademark database.
- d. The Registry and all appointed Registrars shall setup a sunrise period of six months once Clause 14g is in effect to offer entities having trademarks registered under the new Myanmar Trademark Law to preregister for potential trademark related Domain Name complaints.
- e. Myanma Posts and Telecommunications (MPT) shall be responsible for conducting Registry and Registrar services until one month after the date the Registry designated by the Department and at least one Registrar appointed by the Department are ready for operation as announced by the Department. MPT shall handover the updated Registered Data to the Registry not later than 30 days after the announcement date.

Annex 1

**ICANN's Domain Name Dispute Resolution
Procedures**

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Annex 1.1

ICANN: Uniform Domain Name Dispute Resolution

Section 1.1:

- a) The Department proposes to conduct the following amendments of the Uniform Domain Name Dispute Resolution from ICANN before publishing the Uniform Domain Name Dispute Resolution Policy and the Rules on Uniform Domain Name Dispute Resolution in accordance with the provision of Clause 24c of the Electronic Addressing Plan.
- b) In any case, the Registry shall clearly provide reference with the published amended Uniform Domain Name Dispute Resolution of the source and shall clarify that the published version is a version amended by the Department for the Myanmar market.

A) Uniform Domain Name Dispute Resolution Policy

ICNN Version	Amendment
<p>1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), 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 registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en, and the selected administrative-dispute-resolution service provider's supplemental rules.</p>	<p>1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") and was amended by the Department for the Myanmar market 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 registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to ICANN's Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure") amended by the Department for the Myanmar market for the Myanmar market, which are available at https://www.XXXX, and the selected administrative-dispute-resolution service provider's supplemental rules.</p> <p><i>[Explanation from the Department: www.XXXXX shall be the internet presence in accordance with Clause 24c of the Electronic Addressing Plan.]</i></p>
<p>b. Evidence of Registration and Use in Bad Faith 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 ICANN. (See Paragraph 4(i) and (k) below.)</p>	<p>b. Evidence of Registration and Use in Bad Faith 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 as approved by the Department (See Paragraph 4(i) and (k) below.)</p>
<p>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 www.icann.org/en/dndr/udrp/approved-providers.htm (each, a "Provider").</p>	<p>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 www.XXXXXXX (each, a "Provider").</p>

	<i>[Explanation from the Department: www.XXXXXX shall be the internet presence in accordance with Clause 24c of the Electronic Addressing Plan.]</i>
d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN 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).	d. Selection of Provider. The complainant shall select the Provider from among those listed at www.XXXXXXX 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).
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 ICANN.	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 as adopted by the Department.
9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN.	9. Policy Modifications. We reserve the right to modify this Policy at any time after public consultation of the modified Policy with the permission of the Department.

B) Rules for Uniform Domain Name Dispute Resolution Policy

ICNN Version	Amendment
1. Definition Policy means the Uniform Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.	1. Definition Policy means the amended Uniform Domain Name Dispute Resolution Policy from ICANN as directed by the Department.
1. Definition Provider means a dispute-resolution service provider approved by ICANN. A list of such Providers appears at http://www.icann.org/en/dndr/udrp/approved-providers.htm .	1. Definition Provider means a dispute-resolution service provider as listed at listed at www.XXXXXXX.
3. The Complaint (a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (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 may submit the complaint to another Provider.)	3. The Complaint (a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider as listed at listed at www.XXXXXXX. (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.)
3. The Complaint (a)(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 Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);	3. The Complaint (a)(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 Panellists.
4. Notification of Complaint (d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the date of commencement of the administrative proceeding.	4. Notification of Complaint (d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and the Registry of the date of commencement of the administrative proceeding.

<p>5. The Respondent (v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);</p>	<p>5. The Respondent (v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists.</p>
<p>16. Communication of Decision to Parties (a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.</p>	<p>16. Communication of Decision to Parties (a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and the Registry. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and the Registry the date for the implementation of the decision in accordance with the Policy.</p>
<p>21. 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 express written approval of ICANN.</p>	<p>21. 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 express written approval of the Department and public consultation.</p>

Uniform Domain Name Dispute Resolution Policy

Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

Notes:

1. This policy is now in effect. See www.icann.org/udrp/udrp-schedule.htm for the implementation schedule.
2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).
3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), 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 registrar) over the registration and use of an Internet domain name registered by you. Proceedings under [Paragraph 4](#) of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register 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 Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) 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 infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of [Paragraph 8](#), our receipt of written or appropriate electronic instructions from you or your authorized agent 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 ICANN. (See [Paragraph 4\(i\)](#) and [\(k\)](#) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement 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 www.icann.org/en/dndr/udrp/approved-providers.htm (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 domain 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 domain name; and

(iii) your domain 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 domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain 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 domain name; or

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

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web 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 web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain 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 domain 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 domain name or a name corresponding to the domain 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 domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate non-commercial or fair use of the domain 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 ICANN 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 ICANN.

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 Panellists 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 shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. 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 domain name registration should be cancelled 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 domain name.

5. 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 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 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 defences 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 domain name registration under this Policy except as provided in [Paragraph 3](#) above.

8. 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 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 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 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. 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.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> 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 domain name registration dispute, whether the dispute arose before, on or after the effective date of our 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 Uniform Domain Name Dispute Resolution Policy (the "Rules")

As approved [by the ICANN Board of Directors on 30 October 2009](#).

These Rules are in effect for all UDRP proceedings in which a complaint is submitted to a provider on or after 1 March 2010. The prior version of the Rules, applicable to all proceedings in which a complaint was submitted to a Provider on or before 28 February 2010, is at <http://www.icann.org/en/dndr/udrp/uniform-rules-24oct99-en.htm>. UDRP Providers may elect to adopt the notice procedures set forth in these Rules prior to 1 March 2010.

The following updated [Rules](#) will go in effect for all UDRP proceedings in which a complaint is submitted to a provider on or after 31 July 2015. UDRP Providers may elect to adopt updated Rules prior to 31 July 2015.

Administrative proceedings for the resolution of disputes under the Uniform Dispute Resolution Policy adopted by ICANN 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:

Complainant means the party initiating a complaint concerning a domain-name registration.

ICANN refers to the Internet Corporation for Assigned Names and Numbers.

Mutual Jurisdiction means a court jurisdiction at the location of either (a) the principal office of the Registrar (provided the domain-name holder has submitted in its Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the domain name) or (b) the domain-name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time the complaint is submitted to the Provider.

Panel means an administrative panel appointed by a Provider to decide a complaint concerning a domain-name registration.

Panellist means an individual appointed by a Provider to be a member of a Panel.

Party means a Complainant or a Respondent.

Policy means the [Uniform Domain Name Dispute Resolution Policy](#) that is incorporated by reference and made a part of the Registration Agreement.

Provider means a dispute-resolution service provider approved by ICANN. A list of such Providers appears at <http://www.icann.org/en/dndr/udrp/approved-providers.htm>.

Registrar means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

Registration Agreement means the agreement between a Registrar and a domain-name holder.

Respondent means the holder of a domain-name registration against which a complaint is initiated.

Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name.

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.

Written Notice means hardcopy 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 the complaint including any annexes to the Respondent by the means specified herein. Written notice does not include a hardcopy of the complaint itself or of any annexes.

2. Communications

(a) When forwarding a complaint, including any annexes, 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 Registrar's Whois database 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:

(A) the e-mail addresses for those technical, administrative, and billing contacts;

(B) postmaster@<the contested domain name>; and

(C) 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), or by any reasonably requested preferred means stated by the Complainant or Respondent, respectively (see [Paragraphs 3\(b\)\(iii\)](#) and [5\(b\)\(iii\)](#)).

(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) Communications shall be made in the language prescribed in [Paragraph 11](#).

(e) Either Party may update its contact details by notifying 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 the Provider).

3. The Complaint

(a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (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 may submit the complaint to another Provider.)

(b) The complaint including any annexes shall be submitted in electronic form and 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 telefax 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 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 Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);

(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 described in [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) Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (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, in accordance with the Policy, the grounds on which the complaint is made including, in particular,

(1) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

(2) why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and

(3) why the domain name(s) should be considered as having been registered and being used in bad faith

(The description should, for elements (2) and (3), discuss any aspects of [Paragraphs 4\(b\)](#) and [4\(c\)](#) 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, 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 are the subject of the complaint;

(xii) State that a copy of the complaint, including any annexes, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (domain-name holder), in accordance with [Paragraph 2\(b\)](#);

(xiii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding cancelling or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(xiv) 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 Panellists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, 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

(xv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, 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 review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, including any annexes, 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 19](#).

(b) 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.

(c) 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 Respondent.

(d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the date of commencement of the administrative proceeding.

5. The Response

(a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The response, including any annexes, shall be submitted in electronic form and shall:

(i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent (domain-name holder) to retain registration and use of the disputed domain name (This portion of the response 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 telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);

(iv) If Complainant has elected a single-member panel in the complaint (see [Paragraph 3\(b\)\(iv\)](#)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

(v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);

(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 are the subject of the complaint;

(vii) State that a copy of the response including any annexes has been sent or transmitted to the Complainant, in accordance with [Paragraph 2\(b\)](#); and

(viii) Conclude with the following statement followed by the signature (in any electronic format) 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."; and

(ix) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

(c) If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent 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 response 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 Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(e) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision

(a) Each Provider shall maintain and publish a publicly available list of Panellists and their qualifications.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel ([Paragraphs 3\(b\)\(iv\)](#) and [5\(b\)\(iv\)](#)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panellist from its list of Panellists. The fees for a single-member Panel shall be paid entirely by the Complainant.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panellists in accordance with the procedures identified in [Paragraph 6\(e\)](#). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(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 Panellists. These candidates may be drawn from any ICANN-approved Provider's list of Panellists.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavour to appoint one Panellist 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 Panellist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of Panellists. The third Panellist 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 Panellists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence

A Panellist 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 Panellist'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 Panellist, that Panellist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panellist.

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 or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the Panellist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panellist is appointed in the case of a three-member Panel.

10. General Powers of the Panel

(a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and 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) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings

(a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the

Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

(b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

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. Default

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to [Paragraph 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 in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panellist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length 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 [Paragraph 4\(a\)](#) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

(a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.

(b) Except if the Panel determines otherwise (see [Paragraph 4\(j\)](#) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see [Paragraph 15\(e\)](#) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination

(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. 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 Panel 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 Panel and the Provider. See [Paragraph 8](#) above.

19. 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. A Respondent electing under [Paragraph 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 the fixed fee for a three-member Panel. See [Paragraph 5\(c\)](#). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under [Paragraph 19\(d\)](#). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial 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 Complainant the initial fee in accordance with [Paragraph 19\(a\)](#).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person 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.

20. Exclusion of Liability

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

21. 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 express written approval of ICANN.

Annex 1.2

ICANN: Eligibility Requirements Dispute Resolution

Section 1.1:

- a) The Department proposes to conduct the following amendments of the Eligibility Requirements Dispute Resolution from ICANN before publishing the Eligibility Requirements Dispute Resolution Policy and the Rules on Eligibility Requirements Dispute Resolution in accordance with the provision of Clause 24c of the Electronic Addressing Plan.
- b) In any case, the Registry shall clearly provide reference with the published amended Eligibility Requirements Dispute Resolution of the source and shall clarify that the published version is a version amended by the Department for the Myanmar market.

A) Eligibility Requirements Dispute Resolution Policy

ICANN Version	Amendment
This policy has been adopted by all accredited domain-name registrars for domain names ending in .name.	This policy shall be applicable for the “.name.mm” and “.per.mm” SLD.
<p>1. Purpose. This Eligibility Requirements Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with certain kinds of disputes between you and any party other than us.</p>	<p>1. Purpose. This Eligibility Requirements Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") and was amended by the Department for the Myanmar market, is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with certain kinds of disputes between you and any party other than us</p>
<p>3. Cancellations, Transfers, and Changes. In addition to the circumstances described in Paragraph 3 of the UDRP, we will cancel, transfer or otherwise make changes to Defensive Registrations or Registered Names upon 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 ICANN. (See Paragraphs 5(f) and 5(h) below.) We may also cancel, transfer or otherwise make changes to a Defensive Registration or Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.</p>	<p>3. Cancellations, Transfers, and Changes. In addition to the circumstances described in Paragraph 3 of the UDRP amended by the Department for the Myanmar market, we will cancel, transfer or otherwise make changes to Defensive Registrations or Registered Names upon 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 ICANN and approved by the Department. (See Paragraphs 5(f) and 5(h) below.) We may also cancel, transfer or otherwise make changes to a Defensive Registration or Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.</p>
<p>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 www.icann.org/en/dndr/udrp/approved-providers.htm (each, a "Provider").</p>	<p>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 www.XXXXXXX (each, a "Provider").</p> <p><i>[Explanation from the Department: www.XXXXXX shall be the internet presence in accordance with Clause 24c of the Electronic Addressing Plan.]</i></p>

<p>d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN 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).</p>	<p>d. Selection of Provider. The complainant shall select the Provider from among those listed at www.XXXXXXXX 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).</p>
<p>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 ICANN.</p>	<p>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 as adopted by the Department.</p>
<p>9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN.</p>	<p>9. Policy Modifications. We reserve the right to modify this Policy at any time after public consultation of the modified Policy with the permission of the Department.</p>

B) Rules for Eligibility Requirements Dispute Resolution Policy

ICNN Version	Amendment
Administrative proceedings for the resolution of disputes under the Eligibility Requirements Dispute Resolution Policy adopted by ICANN shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.	Administrative proceedings for the resolution of disputes under the Eligibility Requirements Dispute Resolution Policy adopted by ICANN and amended by the Department for the Myanmar market shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.
<p>1. Definition Policy means the Uniform Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.</p>	<p>1. Definition Policy means the amended Uniform Domain Name Dispute Resolution Policy from ICANN as directed by the Department.</p>
"Supplemental Rules" means the rules adopted by the Provider and approved by ICANN 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, the means for communicating with the Provider and the Panel, and the form of cover sheets.	"Supplemental Rules" means the rules adopted by the Provider and approved by ICANN or the Department 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, the means for communicating with the Provider and the Panel, and the form of cover sheets.
<p>1. Definition Provider means a dispute-resolution service provider approved by ICANN. A list of such Providers appears at http://www.icann.org/en/dndr/udrp/approved-providers.htm.</p>	<p>1. Definition Provider means a dispute-resolution service provider as listed at listed at www.XXXXXXXX.</p>
<p>3. The Complaint 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</p>	<p>3. The Complaint 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</p>

<p>Policy or a later version of this Policy adopted by ICANN. Notwithstanding the foregoing, if you seek to register a Personal Name that conflicts with a Defensive Registration(s) that is held by more than one registrant, you must name all such registrants as parties to your administrative proceeding.</p>	<p>Policy or a later version of this Policy adopted by ICANN and approved by the Department. Notwithstanding the foregoing, if you seek to register a Personal Name that conflicts with a Defensive Registration(s) that is held by more than one registrant, you must name all such registrants as parties to your administrative proceeding.</p>
<p>3. The Complaint (a)(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 Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);</p>	<p>3. The Complaint (a)(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 Panellists.</p>
<p>4. Notification of Complaint (d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the date of commencement of the administrative proceeding.</p>	<p>4. Notification of Complaint (d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and the Registry of the date of commencement of the administrative proceeding.</p>
<p>5. The Respondent (v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);</p>	<p>5. The Respondent (v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists.</p>
<p>16. Communication of Decision to Parties (a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.</p>	<p>16. Communication of Decision to Parties (a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and the Registry. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and the Registry the date for the implementation of the decision in accordance with the Policy.</p>
<p>(iii) Upon a successful challenge to one of Respondent's Phase I Defensive Registrations, for reviews of all of a Respondent's other Phase I Defensive Registrations conducted pursuant to Paragraph 5(f)(iii) of the Policy and Paragraph 15(f) of these Rules, Respondent shall pay a fee, in accordance with the Provider's Supplemental Rules as approved by ICANN, within the time and in the amount required.</p>	<p>(iii) Upon a successful challenge to one of Respondent's Phase I Defensive Registrations, for reviews of all of a Respondent's other Phase I Defensive Registrations conducted pursuant to Paragraph 5(f)(iii) of the Policy and Paragraph 15(f) of these Rules, Respondent shall pay a fee, in accordance with the Provider's Supplemental Rules as approved by ICANN or the Department, within the time and in the amount required.</p>
<p>21. 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 express written approval of ICANN.</p>	<p>21. 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 express written approval of the Department and public consultation..</p>

Eligibility Requirements Dispute Resolution Policy

This policy has been adopted by all accredited domain-name registrars for domain names ending in .name.

The policy is between the registrar and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.

[This Policy is to be incorporated in all Registration Agreements between registrars and registrants concerning domain-name registrations, SLD E-mail address registrations, and Defensive Registrations in the .name top-level domain.]

1. Purpose. This Eligibility Requirements Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with certain kinds of disputes between you and any party other than us (the registrar) over the registration and use of an Internet domain name, second level domain e-mail ("SLD E-mail") address or Defensive Registration (as described in the eligibility requirements for the .name TLD, posted at <URL>, hereafter referred to as the "Eligibility Requirements") registered by you in the .name TLD. This Policy does not apply to non-SLD E-mail addresses, or other e-mail addresses not registered in the .name TLD. The proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Eligibility Requirements Dispute Resolution Policy (the "Rules of Procedure"), which are available at <URL>, and the selected administrative dispute resolution service provider's supplemental rules. This Policy is in addition to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), posted at <URL>, which also applies to you. For the purposes of this Policy, the term "Registered Name" means a registered domain name on the second or third level, or SLD E-mail address registration in the .name TLD.

2. Your Representations. By applying to register a Defensive Registration or Registered Name, or by asking us to maintain or renew a Defensive Registration or Registered Name, you hereby represent and warrant to us that, to your knowledge, the registration of your Defensive Registration or Registered Name conforms to the Eligibility Requirements. It is your responsibility to determine whether your Defensive Registration or Registered Name meets these Eligibility Requirements.

3. Cancellations, Transfers, and Changes. In addition to the circumstances described in Paragraph 3 of the UDRP, we will cancel, transfer or otherwise make changes to Defensive Registrations or Registered Names upon 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 ICANN. (See Paragraphs 5(f) and 5(h) below.) We may also cancel, transfer or otherwise make changes to a Defensive Registration or Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding. This paragraph sets forth the types of disputes for which you are required to submit to a mandatory administrative proceeding under this Policy. These proceedings will be conducted before an ERDRP administrative dispute

resolution provider which has been approved by ICANN(a "Provider"). A list of Providers is available at <URL>.

(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) for challenges to Registered Names, your Registered Name does not meet the Eligibility Requirements;

(ii) for challenges to Phase I Defensive Registrations (as defined in the Eligibility Requirements), your Phase I Defensive Registration does not meet the Eligibility Requirements for Phase I Defensive Registrations; and/or

(iii) for challenges to Phase I Defensive Registration and/or Phase II Defensive Registrations (as defined in the Eligibility Requirements), the complainant meets the Eligibility Requirements to register a Personal Name (as defined in the Eligibility Requirements) that would otherwise be blocked by your Defensive Registration.

In the administrative proceeding, the complainant must prove these elements.

(b) Registered Name Disputes: Evidence of Registration in Violation of the Eligibility Requirements. For the purposes of Paragraph 4(a)(i), if the Panel finds that:

(i) the name corresponding to the Registered Name is not your legal name (possibly with additional characters as permitted by the Eligibility Requirements);

(ii) the name corresponding to the Registered Name is not the name of a fictional character in which you have trademark or service mark rights (possibly with additional characters as permitted by the Eligibility Requirements); and

(iii) you (as an individual) have not been commonly known by the name corresponding to the Registered Name (possibly with additional characters as permitted by the Eligibility Requirements);

then such finding shall be evidence that your Registered Name violated the Eligibility Requirements. If the Panel finds that your Registered Name violated the Eligibility Requirements, the Panel shall exercise the remedies set forth in Section 5(f)(i).

(c) Registered Name Disputes: How to Demonstrate Your Rights to and Legitimate Interests in the Registered Name in Responding to a Complaint. For the purposes of Paragraph 4(a)(i), when you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared.

(d) Phase I and Phase II Defensive Registrations: The Effect on Your Defensive Registration in the Event that a Complainant Establishes Rights to and Legitimate Interests in the Registered Name. In the event that the Panel determines that a complainant may register a Personal Name (as defined in the Eligibility Requirements) that conflicts with your Defensive Registration, then the Panel shall exercise the remedies set forth in Paragraph 5(f)(ii).

(e) Phase I Defensive Registrations: The Effect on Your Phase I Defensive Registrations in the Event that a Complainant Claims That You Did Not Meet the Eligibility Requirements. In the event that the Panel determines that your Phase I Defensive Registration did not meet the applicable Eligibility Requirements, then the Panel shall exercise the remedies set forth in Paragraph 5(f)(iii).

5. Procedure.

(a) Selection of Provider. The complainant shall select the Provider from those on the list of Providers available at by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 5(c).

(b) 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").

(c) 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 ICANN. Notwithstanding the foregoing, if you seek to register a Personal Name that conflicts with a Defensive Registration(s) that is held by more than one registrant, you must name all such registrants as parties to your administrative proceeding.

(d) Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel shall be paid in accordance with Paragraph 19 of the Rules.

(e) 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.

(f) Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to:

(i) for disputes over Registered Names,

(A) requiring the cancellation of your Registered Name,

(B) if the complainant represents and warrants that the complainant meets the Eligibility Requirements for a domain name or SLD E-mail registration corresponding to the Registered Name, then the complainant may request that your Registered Name be transferred to the complainant, subject to the complainant's payment of registration fees and satisfaction of other procedures for registration, and

(C) if the complainant does not represent that the complainant meets the Eligibility Requirements for a domain name or SLD E-mail registration corresponding to the Registered Name, then the complainant may elect to register the Registered Name as a Defensive Registration blocking the challenged name, provided that upon cancellation of your Registered Name the complainant pays Defensive Registration fees, meets the Common Defensive

Registration Eligibility Requirements and otherwise meets the requirements for a Defensive Registration; or

(ii) for challenges to Phase I or Phase II Defensive Registrations,

(A) the payment by you of the fees charged by the Provider in connection with the dispute,

(B) to the extent the complainant represents and warrants that the complainant meets the Eligibility Requirements, the complainant may obtain any Registered Names that would otherwise be blocked by your Defensive Registration, provided the Registered Name or Names are not blocked by other Defensive Registrations and the complainant pays any applicable registration fees and satisfies other registration procedures. In the event that the challenged Defensive Registration was a combined second and third level Defensive Registration, then such Defensive Registration shall be cancelled, and

(C) if the challenge is the third successful challenge to your Defensive Registration, then your Defensive Registration will be cancelled; or

(iii) for successful challenges to Phase I Defensive Registrations on the basis that you did not meet the applicable Eligibility Requirements you will thereafter be required to demonstrate, at your expense, and as set forth in the Rules of Procedure, that you meet the Eligibility Requirements for Phase I Defensive Registrations for all Phase I Defensive Registrations that you have registered within .name with us or with any other registrar. In the event that you are unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be canceled.

(g) Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a Defensive Registration or Registered Name. 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.

(h) 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 Defensive Registration or Registered Name 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 the registry 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 Defensive Registration or Registered Name.

6. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your Defensive Registration or Registered Name 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.

7. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us or the operator of the .name registry regarding the registration and use of your Defensive Registration or Registered 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.

8. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any Defensive Registration or Registered Name under this Policy except as provided in Paragraph 3 above.

9. Transfers During a Dispute.

(a) Transfers of a Defensive Registration or Registered Name to a New Holder. You may not transfer your Defensive Registration or Registered Name 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 Defensive Registration or Registered Name unless the party to whom the Defensive Registration or Registered Name 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 Defensive Registration or Registered Name to another holder that is made in violation of this subparagraph.

(b) Changing Registrars. You may not transfer your Defensive Registration or Registered Name to another registrar 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. You may transfer administration of your Defensive Registration or domain name or Registered Name to another registrar during a pending court action or arbitration, provided that the Defensive Registration or Registered 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.

10. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <http://www.nic.name> 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 Defensive Registration or Registered Name dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Defensive Registration or Registered Name 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 Defensive Registration or Registered Name.

Rules for Eligibility Requirements Dispute Resolution Policy

[These Rules apply uniformly to ERDRP proceedings administered by all approved Providers.]

Administrative proceedings for the resolution of disputes under the Eligibility Requirements Dispute Resolution Policy adopted by ICANN shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. Definitions. In these Rules:

"Complainant" means the party initiating a complaint concerning a Defensive Registration or Registered Name.

"Defensive Registration" has the meaning set forth in the Eligibility Requirements.

"Eligibility Requirements" means the Eligibility Requirements for the .name TLD, posted at <URL>.

"ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

"Mutual Jurisdiction" means a court jurisdiction at the location of either (a) the principal office of the Registrar or (b) the Defensive Registration or Registered Name holder's address as shown for the registration of the Defensive Registration or Registered Name in Registry Operator's Whois database at the time the complaint is submitted to the Provider.

"Panel" means an administrative panel appointed by a Provider to decide a complaint concerning a Defensive Registration or Registered Name.

"Panellist" means an individual appointed by a Provider to be a member of a Panel.

"Party" means a Complainant or a Respondent.

"Personal Name" has the meaning set forth in the Eligibility Requirements.

"Phase I Defensive Registration" has the meaning set forth in the Eligibility Requirements.

"Phase II Defensive Registration" has the meaning set forth in the Eligibility Requirements.

"Policy" means the Eligibility Requirements Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

"Provider" means a dispute-resolution service provider that is approved ICANN. A list of such Providers appears at <URL>.

"Registered Name" means, collectively, domain name and SLD E-mail address registrations in the .name TLD.

"Registrar" means the entity with which the Respondent has registered a Defensive Registration or Registered Name that is the subject of a complaint.

"Registration Agreement" means the agreement between a Registrar and a Defensive Registration or Registered Name holder.

"Registry Operator" means the entity that, pursuant to a Registry Agreement with ICANN, operates the registry for the .name TLD.

"Respondent" means the holder of a Defensive Registration or Registered Name against which a complaint is initiated.

"Reverse Registered Name Hijacking" means using the Policy in bad faith to attempt to deprive a Registered Name holder of a Registered Name.

"SLD E-mail" means second level domain e-mail address within the .name TLD, as described in the Eligibility Requirements.

"Supplemental Rules" means the rules adopted by the Provider and approved by ICANN 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, the means for communicating with the Provider and the Panel, and the form of cover sheets.

2. Communications.

(a) When forwarding a complaint 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 the complaint to all postal-mail and facsimile addresses (A) shown in the Defensive Registration or Registered Name data in Registry Operator's Whois database for the registration 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 in electronic form (including annexes to the extent available in that form) by e-mail to:

(A) for disputes over a domain name:

(1) the e-mail addresses for the registration holder and the technical, administrative, and billing contacts of the domain name;

(2) postmaster@; 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

(B) for disputes over an SLD E-mail address:

(1) the SLD E-mail address; and

(2) the e-mail addresses for the registration holder (if different from the SLD E-mail address in question) and the technical, administrative, and billing contacts of the SLD E-mail address; and

C) for disputes over a Defensive Registration:

(1) the e-mail addresses for the registration holder and the technical, administrative, and billing contacts of the Defensive Registration; and

(iii) sending the complaint to any address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other 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 by the preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)), or in the absence of such specification

(i) by telecopy or facsimile transmission, with a confirmation of transmission; or

(ii) by postal or courier service, postage pre-paid and return receipt requested; or

(iii) electronically via the Internet, provided a record of its transmission is available.

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11. E-mail communications should, if practicable, be sent in plaintext.

(e) Either Party may update its contact details by notifying 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 delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or

(ii) if by postal or courier service, on the date marked on the receipt; or

(iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

(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.

(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 the Provider).

3. The Complaint.

(a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (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 may submit the complaint to another Provider.)

(b) The complaint shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and 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 telefax 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 person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

(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 Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);

(v) Provide the name of the Respondent (Defensive Registration or Registered 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 described in Paragraph 2(a);

(vi) Specify the Defensive Registration(s) or Registered Name(s) that is/are the subject of the complaint;

(vii) Identify the Registrar(s) with whom the Defensive Registration(s) or Registered Name(s) is/are registered at the time the complaint is filed;

(viii) Specify the Defensive Registration(s) or Registered Name(s) on which the complaint is based;

(ix) Identify the basis of the challenge, as follows:

(A) If the challenge is pursuant to Paragraph 4(b) of the Policy, describe, in accordance with the Policy, the manner in which the Registered Name(s) do not satisfy the Eligibility Requirements and, if the Complainant seeks to have the Registered Name(s) transferred to him, a representation and warranty that the complainant meets the Eligibility Requirements,

(B) If the challenge is pursuant to Paragraph 4(d) of the Policy, a representation and warranty that the Complainant meets the Eligibility Requirements to register a Personal Name in conflict with the Defensive Registration,

(C) If the challenge is pursuant to Paragraph 4(e) of the Policy, the reasons the Phase I Defensive Registration does not meet the Eligibility Requirements for Phase I Defensive Registrations;

(The description should discuss any aspects of the Policy that are applicable and shall comply with any word or page limit set forth in the Provider's Supplemental Rules)

(x) Specify, in accordance with the Policy, the remedies sought;

(xi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the any of the Defensive Registration(s) or Registered Name(s) that are the subject of the complaint;

(xii) State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (Defensive Registration or Registered Name holder), in accordance with Paragraph 2(b);

(xiii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding cancelling or transferring Defensive Registration(s) or the Registered Name(s), to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(xiv) Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the Defensive Registration, domain name or SLD E-mail address, the dispute, or the dispute's resolution shall be solely against the Defensive Registration, domain name or SLD E-mail address holder and waives all such claims and remedies against (a) the dispute-resolution provider and Panellists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, 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

(xv) Annex any documentary or other evidence, including a copy of the Policy applicable to the Defensive Registration or Registered Name(s) in dispute and any evidence of the Complainant's eligibility to register the name under the Eligibility Requirements, upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one Defensive Registration or Registered Name (domain name, SLD E-mail address, or both), provided that, in the case of Registered Names, the Registered Names are registered by the same holder. If the Complainant wishes to register a Personal Name that conflicts with a Defensive Registration(s) that is held by more than one registrant, the complaint must name all such registrants as parties to the administrative proceeding.

4. Notification of Complaint.

(a) The Provider shall review the complaint for administrative 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 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 19.

(b) 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.

(c) 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 forwarding the Complaint to the Respondent.

(d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the date of commencement of the administrative proceeding.

5. The Response.

(a) Within twenty (20) days after the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The response shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Address the allegations of the complaint, as follows:

(A) If the challenge is to a Registered Name pursuant to Paragraph 4(b) of the Policy, respond specifically to the statements and allegations contained in the complaint and include any and all bases by which Respondent (Registered Name holder) meets the Eligibility Requirements and thus should retain the disputed Registered Name,

(B) If the challenge is to a Phase I Defensive Registration pursuant to Paragraph 4(e) of the Policy, include documentation that demonstrates that Respondent meets the Eligibility Requirements for a Phase I Defensive Registration, including, without limitation, a certified copy of the Respondent's corresponding trademark or service mark registration (the Provider

may, in its sole discretion, grant reasonable extensions of time for the Respondent to obtain such certified copy upon a demonstration of need by the Respondent), or

(C) If the challenge is to a Phase I or Phase II Defensive Registration pursuant to Paragraph 4(d) of the Policy, describe any evidence of which Respondent is aware that would demonstrate that the Complainant does not meet the Eligibility Requirements for the claimed domain name or SLD E-mail address;

(These portions of the response 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 telefax numbers of the Respondent (Defensive Registration or Registered Name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

(iv) If Complainant has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

(v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any ICANN-approved Provider's list of Panellists);

(vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Defensive Registration(s) or Registered Name(s) that are the subject of the complaint;

(vii) State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b); and

(viii) Conclude with the following statement 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."; and

(ix) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

(c) If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent 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 response 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 Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(e) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision.

(a) Each Provider shall maintain and publish a publicly available list of Panellists and their qualifications.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panellist from its list of Panellists.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panellists in accordance with the procedures identified in Paragraph 6(e).

(d) Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days after 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 Panellists. These candidates may be drawn from any ICANN and Registry Operator-approved Provider's list of Panellists.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavour to appoint one Panellist 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 Panellist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of Panellists. The third Panellist 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 Panellists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence. A Panellist 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 Panellist'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 Panellist, that Panellist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panellist.

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 or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. Transmission of the File to the Panel. The Provider shall forward the file to the Panel as soon as the Panellist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panellist is appointed in the case of a three-member Panel.

10. General Powers of the Panel.

(a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and 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) A Panel shall decide a request by a Party to consolidate multiple Defensive Registration or Registered Name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings.

(a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

(b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

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. Default

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 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 in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panellist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length 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 Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Registered Name Hijacking or was brought primarily to harass the Registered Name or Defensive Registration holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

(f) If the Panel finds that Respondent is unable to demonstrate, through the documents and procedures described in Paragraph 5(b)(i)(c) of these Rules and in the Policy, that its Phase I Registration meets the applicable Eligibility Requirements, then (1) the Panel shall require Respondent to provide documentation that demonstrates that Respondent meets the Eligibility Requirements for a Phase I Defensive Registration for all other Phase I .name Defensive Registrations registered through any registrar by Respondent or entity with which Respondent is affiliated or which Respondent controls, and (2) the Panel, or such other examiner as may be appointed by the Provider, shall review each such Phase I Defensive Registration to verify that it meets the Eligibility Requirements for Phase I Defensive Registrations. Respondent shall have a period of thirty (30) days to submit all such documentation to the Panel.

16. Communication of Decision to Parties

(a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.

(b) Except if the Panel determines otherwise (see Paragraph 5(g) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination

(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a Defensive Registration or Registered Name dispute that is the subject of the complaint, the Panel 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 Defensive Registration or Registered Name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

19. Fees

(a) Fees shall be paid as follows:

(i) For administrative proceedings brought pursuant to Paragraph 4(b) of the Policy:

(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) A Respondent electing under Paragraph 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 the fixed fee for a three-member Panel. See Paragraph 5(c). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d).

(ii) For administrative proceedings brought pursuant to Paragraph 4(d) or 4(e) of the Policy:

(A) The Complainant and the Respondent shall each pay into escrow an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.

(B) A Respondent electing under Paragraph 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 any additional fee for a three-member Panel. See Paragraph 5(c).

(C) Upon the decision of the Panel, (I) the fee paid by the prevailing party shall be released from escrow and returned to the prevailing party, and (II) the fee paid by the losing party shall be paid to the Provider. A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a three-member Panel shall not be entitled to the return of any additional fee paid for such three-member Panel, whether or not Respondent prevailed before the Panel.

(iii) Upon a successful challenge to one of Respondent's Phase I Defensive Registrations, for reviews of all of a Respondent's other Phase I Defensive Registrations conducted pursuant to Paragraph 5(f)(iii) of the Policy and Paragraph 15(f) of these Rules, Respondent shall pay a fee, in accordance with the Provider's Supplemental Rules as approved by ICANN, within the time and in the amount required.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the fee or confirmation of the escrow deposit in accordance with Paragraph 19(a).

(c) For fees owed by the Complainant in accordance with Paragraphs 19(a)(i) and 19(a)(ii), if the Provider has not received the fee or confirmation of the escrow deposit within ten (10) calendar days after receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) For fees owed by the Respondent in accordance with Paragraphs 19(a)(ii), if the Provider has not received the fee or confirmation of the escrow deposit within ten (10) calendar days after forwarding the complaint to the Respondent, Respondent shall be deemed to have defaulted and the Defensive Registration in question shall be deemed cancelled and the administrative proceeding terminated.

(e) For fees owed in accordance with Paragraph 19(a)(iii), if the Provider has not received any required fees within fifteen (15) calendar days of delivering a written request for such fees, all of Respondent's Phase I Defensive Registrations shall be deemed cancelled and the administrative proceeding terminated.

(f) In exceptional circumstances, for example in the event an in-person 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.

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

21. 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 express written approval ICANN.

Annex 1.3

ICANN: Intellectual Property Defensive Registration Challenge

Section 1.1:

- a) The Department proposes to conduct the following amendments of the Intellectual Property Defensive Registration Challenge from ICANN before publishing the Intellectual Property Defensive Registration Challenge Policy and the Rules on Intellectual Property Defensive Registration Challenge in accordance with the provision of Clause 24c of the Electronic Addressing Plan.
- b) In any case, the Registry shall clearly provide reference with the published amended Intellectual Property Defensive Registration Challenge of the source and shall clarify that the published version is a version amended by the Department for the Myanmar market.

A) Intellectual Property Defensive Registration Challenge Policy

ICNN Version	Amendment
Replace in the entire Intellectual Property Defensive Registration Challenge Policy .pro by “.pro.mm”, “.com.mm”, “.net.mm”	
<p>1. Purpose</p> <p>This Intellectual Property Defensive Registration Challenge Policy (the "Policy") has been adopted by RegistryPro, Inc. ("RegistryPro") and is incorporated by reference into the Registration Agreement (the "Registration Agreement") between you (as the "Registrant") and us (as the "Registrar"). The Policy applies to challenges made to intellectual property defensive registrations registered under the .pro top-level domain (including any such registrations that have been converted to domain name registrations) (collectively, "IP Defensive Registrations"). The Policy sets forth the terms and conditions that will apply in the event of a dispute between you and any party other than RegistryPro (except as provided for in Paragraph 4(m) below) regarding whether your IP Defensive Registration (including the initial data required to be submitted to Registrar in conjunction with such IP Defensive Registration) complies with the conditions set forth in the Registration Agreement for registration of an IP Defensive Registration (the "IP Defensive Registration Conditions").</p>	<p>1. Purpose</p> <p>This Intellectual Property Defensive Registration Challenge Policy from ICANN (the "Policy") has been adopted by RegistryPro, Inc. ("RegistryPro") and was amended by the Department for the Myanmar market and is incorporated by reference into the Registration Agreement (the "Registration Agreement") between you (as the "Registrant") and us (as the "Registrar"). The Policy applies to challenges made to intellectual property defensive registrations registered under the “.pro.mm”, “.com.mm” and “.net.mm” SLD (including any such registrations that have been converted to domain name registrations) (collectively, "IP Defensive Registrations"). The Policy sets forth the terms and conditions that will apply in the event of a dispute regarding whether your IP Defensive Registration (including the initial data required to be submitted to Registrar in conjunction with such IP Defensive Registration) complies with the conditions set forth in the Registration Agreement for registration of an IP Defensive Registration (the "IP Defensive Registration Conditions").</p>
<p>2. Registrant's Representations.</p> <p>By applying to register an IP Defensive Registration, you represent and warrant to us and to RegistryPro that: (a) the statements that you made in your Registration Agreement are complete and accurate; (b) the registration of the IP Defensive Registration complies in all respects with the IP Defensive Registration Conditions; (c) to your knowledge, the registration of the IP Defensive Registration will not infringe upon or otherwise violate the rights of any third party; (d) you are not registering the IP Defensive Registration for an unlawful purpose; and (e) you will not knowingly use the IP Defensive Registration in violation of any applicable laws or regulations. It is your responsibility to determine whether your IP Defensive</p>	<p>2. Registrant's Representations.</p> <p>By applying to register an IP Defensive Registration, you represent and warrant: (a) the statements that you made in your Registration Agreement are complete and accurate; (b) the registration of the IP Defensive Registration complies in all respects with the IP Defensive Registration Conditions; (c) to your knowledge, the registration of the IP Defensive Registration will not infringe upon or otherwise violate the rights of any third party; (d) you are not registering the IP Defensive Registration for an unlawful purpose; and (e) you will not knowingly use the IP Defensive Registration in violation of any applicable laws or regulations. It is your responsibility to determine whether your IP Defensive Registration infringes or</p>

Registration infringes or violates someone else's rights and complies with the terms and conditions of the Registration Agreement.	violates someone else's rights and complies with the terms and conditions of the Registration Agreement.
<p>3. Cancellations, Transfers, and Changes.</p> <p>c. our receipt of a decision 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 RegistryPro; and/or</p>	<p>3. Cancellations, Transfers, and Changes.</p> <p>c. our receipt of a decision requiring such action in any administrative proceeding to which you were a party and which was conducted under the corresponding ICANN Policy or a later version of the corresponding ICANN Policy adopted by RegistryPro; and/or</p>
<p>4. Mandatory Administrative Proceeding.</p> <p>a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (the "Challenger") or RegistryPro (as set forth in Paragraph 4(m)) asserts to the Centre, in compliance with the Rules, that your IP Defensive Registration did not comply with the IP Defensive Registration Conditions.</p>	<p>4. Mandatory Administrative Proceeding.</p> <p>a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (the "Challenger") asserts to the Centre, in compliance with the Rules, that your IP Defensive Registration did not comply with the IP Defensive Registration Conditions.</p>
<p>4. Mandatory Administrative Proceeding.</p> <p>d. Decision. The challenge will be decided upon by the Centre as set out in Subparagraphs (i) to (ii) below. The Centre's decision of whether the IP Defensive Registration Conditions are met will be based on an examination of any trademark or service mark certificates submitted as compared with the information contained in the relevant RegistryPro Whois database, and an examination of the validity of such trademark registration using any available electronic databases of current trademark registrations. The Centre's decision is of an administrative nature and shall be final. The Centre shall not be required to state reasons for its decision.</p>	<p>4. Mandatory Administrative Proceeding.</p> <p>d. Decision. The challenge will be decided upon by the Centre as set out in Subparagraphs (i) to (ii) below. The Centre's decision of whether the IP Defensive Registration Conditions are met will be based on an examination of any trademark or service mark certificates submitted as compared with the information contained in the relevant Whois database, and an examination of the validity of such trademark registration using any available electronic databases of current trademark registrations. The Centre's decision is of an administrative nature and shall be final. The Centre shall not be required to state reasons for its decision.</p>
<p>4. Mandatory Administrative Proceeding.</p> <p>(d)(2) If the Challenger has requested transfer of the IP Defensive Registration, the Centre shall inform RegistryPro accordingly. RegistryPro shall place the IP Defensive Registration on registry lock for at least twenty one (21) days, during which time the Challenger shall have the opportunity to apply to register the corresponding IP Defensive Registration or domain name.</p>	<p>4. Mandatory Administrative Proceeding.</p> <p>(d)(2) If the Challenger has requested transfer of the IP Defensive Registration, the Centre shall inform its Registrar and the Registry accordingly. The Registrar shall place the IP Defensive Registration on registry lock for at least twenty one (21) days, during which time the Challenger shall have the opportunity to apply to register the corresponding IP Defensive Registration or domain name.</p>
<p>i. Notification. The Centre shall notify us and RegistryPro of any decision made under this Policy with respect to an IP Defensive Registration you have registered with us in accordance with the Rules. The outcomes of all administrative proceedings under this Policy shall be published in accordance with the Rules.</p> <p>j. Request for Information. RegistryPro reserves the right to request and verify information regarding compliance with the IP Defensive Registration Conditions directly from any Party at any time.</p>	<p>i. Notification. The Centre shall notify us and the Registry of any decision made under this Policy with respect to an IP Defensive Registration you have registered with us in accordance with the Rules. The outcomes of all administrative proceedings under this Policy shall be published in accordance with the Rules.</p>
<p>7. Modifications. RegistryPro reserves the right to modify this Policy at any time with the permission of ICANN. Any revisions of this Policy will be posted online at http://www.registrypro.pro at least fifteen (15) days prior to its effective date.</p>	<p>7. Modifications. We reserve the right to modify this Policy at any time after public consultation of the modified Policy with the permission of the Department.</p>

B) Rules for Intellectual Property Defensive Registration Challenge

ICNN Version	Amendment
Replace in the entire Rules for Intellectual Property Defensive Registration Challenge Policy .pro by ".pro.mm", ".com.mm", ".net.mm"	
1. Purpose. This Intellectual Property Defensive Registration Challenge Policy (the "Policy") has been adopted by RegistryPro, Inc. ("RegistryPro") and is incorporated by reference into the Registration Agreement (the "Registration Agreement") between you (as the "Registrant") and us (as the "Registrar").	Administrative proceedings for the resolution of disputes under the Intellectual Property Defensive Registration Challenge Policy adopted by ICANN and amended by the Department for the Myanmar market shall be governed by these amended Intellectual Property Defensive Registration Challenge Rules and also the Supplemental Rules of the Intellectual Property Defensive Registration Challenge Provider administering the proceedings, as posted on its site.
1. Definition "Centre" refers to the World Intellectual Property Organization Arbitration and Mediation Centre.	1. Definition "Centre" refers to the entity responsible for Dispute Resolution in related Dispute as published on the Registrar's internet presence.
"Policy" means the Intellectual Property Defensive Registration Challenge Policy for .PRO that is incorporated by reference and made a part of the Registration Agreement.	"Policy" means the Intellectual Property Defensive Registration Challenge Policy from ICANN amended by the Department for ".pro.nn", ".com.mm" and ".net.mm" that is incorporated by reference and made a part of the Registration Agreement.
"Registry Challenge" refers to a challenge initiated by RegistryPro during or after the conclusion of the IPDefensive Challenge Period in connection with IP Defensive Registrations that RegistryPro reasonably believes did not satisfy the IP Defensive Registration Conditions. Such Registry Challenges may be administered pursuant to this Policy or other policies and procedures approved by ICANN.	
"Supplemental Rules" means the rules adopted by the Provider and approved by ICANN 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, the means for communicating with the Provider and the Panel, and the form of cover sheets.	"Supplemental Rules" means the rules adopted by the Provider and approved by ICANN or the Department 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, the means for communicating with the Provider and the Panel, and the form of cover sheets.
"Rules" refers to these Rules for Intellectual Property Defensive Registration Challenge Policy for .PRO.	"Rules" refers to these Rules for Intellectual Property Defensive Registration Challenge Policy from ICANN amended by the Department for the Myanmar market for ".pro.mm", ".com.mm", ".net.mm"
"Centre" refers to the World Intellectual Property Organization Arbitration and Mediation Centre.	Centre means a dispute-resolution service provider as listed at listed at www.XXXXXXX.
2. Communication b. For the purposes of any communications to the Centre, the following addresses should be used: i. electronic mail: sunrise.pro@wipo.int ii. facsimile transmission: (+41 22) 740 3700 iii. postal or courier service: WIPO Arbitration and Mediation Centre 34 chemin des Colombettes 1211 Geneva 20 Switzerland	To be filled at a later point in time
c. All communications shall be made in the language prescribed in Paragraph 6. d. Either Party may update its contact details by notifying the other Party, the Centre, the Registrar, and RegistryPro.	c. All communications shall be made in English language prescribed in Paragraph 6. d. Either Party may update its contact details by notifying the other Party, the Centre, the Registrar, and the Registry.

<p>3. Notification of the Complaint: The Centre shall notify the Challenger, the Respondent, the Registrar, and RegistryPro of the date of commencement of the administrative proceeding.</p> <p>e. If the Challenger fails to remedy any deficiencies identified by the Centre within the ten (10) day time period provided for in Paragraph 4(b), the Centre shall notify the Challenger, the Respondent, the Registrar, and RegistryPro of the deemed termination of the challenge, and the fee of USD 500 paid by the Challenger pursuant to Paragraph 13(a) of the Rules shall be deemed forfeited.</p>	<p>3. Notification of the Complaint: d. The Centre shall notify the Challenger, the Respondent, the Registrar, and the Registry of the date of commencement of the administrative proceeding.</p> <p>e. If the Challenger fails to remedy any deficiencies identified by the Centre within the ten (10) day time period provided for in Paragraph 4(b), the Centre shall notify the Challenger, the Respondent, the Registrar, and the Registry of the deemed termination of the challenge, and the fee of USD 500 paid by the Challenger pursuant to Paragraph 13(a) of the Rules shall be deemed forfeited.</p>
<p>10. Centre Decisions a. The Centre's decision on whether the IP Defensive Registration Conditions are met will be based on an examination of any trademark or service mark certificates submitted as compared with the information contained in the relevant RegistryPro Whois database, and an examination of the validity of such trademark registration using any available electronic databases of current trademark registrations. The Centre's decision is of an administrative nature and shall be final. The Centre shall not be required to state reasons for its decision.</p>	<p>10. Centre Decisions a. The Centre's decision on whether the IP Defensive Registration Conditions are met will be based on an examination of any trademark or service mark certificates submitted as compared with the information contained in the relevant Whois database, and an examination of the validity of such trademark registration using any available electronic databases of current trademark registrations. The Centre's decision is of an administrative nature and shall be final. The Centre shall not be required to state reasons for its decision.</p>
<p>11. Communication of Decision a. The Centre shall communicate the decision to each Party, the Registrar, and RegistryPro. In cases where the decision provides for cancellation of the Challenged Name, the concerned Registrar shall immediately communicate to each Party, the Centre and RegistryPro the date for the implementation of the decision in accordance with the Policy.</p>	<p>4. Notification of Complaint a. The Centre shall communicate the decision to each Party, the Registrar, and the Registry. In cases where the decision provides for cancellation of the Challenged Name, the concerned Registrar shall immediately communicate to each Party, the Centre and the Registry the date for the implementation of the decision in accordance with the Policy.</p>
<p>15. Amendments The version of these Rules that are in effect at the time of the submission of the challenge to the Centre shall apply to the administrative proceeding commenced thereby. RegistryPro reserves the right to modify the Rules at any time.</p>	<p>21. 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 express written approval of the Department and public consultation.</p>

Intellectual Property Defensive Registration Challenge Policy

This policy has been adopted by all accredited domain-name registrars for domain names ending in .pro.

The policy is between the registrar and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.

1. Purpose. This Intellectual Property Defensive Registration Challenge Policy (the "Policy") has been adopted by RegistryPro, Inc. ("RegistryPro") and is incorporated by reference into the Registration Agreement (the "Registration Agreement") between you (as the "Registrant") and us (as the "Registrar"). The Policy applies to challenges made to intellectual property defensive registrations registered under the .pro top-level domain (including any such registrations that have been converted to domain name registrations) (collectively, "IP Defensive Registrations"). The Policy sets forth the terms and conditions that will apply in the event of a dispute between you and any party other than RegistryPro (except as provided for in Paragraph 4(m) below) regarding whether your IP Defensive Registration (including the initial data required to be submitted to Registrar in conjunction with such IP Defensive Registration) complies with the conditions set forth in the Registration Agreement for registration of an IP Defensive Registration (the "IP Defensive Registration Conditions").

Proceedings under Paragraph 4 of this Policy will be conducted pursuant to the Rules for Intellectual Property Defensive Registration Challenge Policy for .Pro (the "Rules"), which are available [online](#). Capitalized terms not otherwise defined in the Policy are defined in the Rules.

2. Registrant's Representations. By applying to register an IP Defensive Registration, you represent and warrant to us and to RegistryPro that: (a) the statements that you made in your Registration Agreement are complete and accurate; (b) the registration of the IP Defensive Registration complies in all respects with the IP Defensive Registration Conditions; (c) to your knowledge, the registration of the IP Defensive Registration will not infringe upon or otherwise violate the rights of any third party; (d) you are not registering the IP Defensive Registration for an unlawful purpose; and (e) you will not knowingly use the IP Defensive Registration in violation of any applicable laws or regulations. It is your responsibility to determine whether your IP Defensive Registration infringes or violates someone else's rights and complies with the terms and conditions of the Registration Agreement.

3. Cancellations, Transfers, and Changes. We will cancel, transfer, or otherwise make changes to a IP Defensive Registration under the following circumstances:

- a. subject to the provisions of Paragraph 6, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action; and/or
- 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 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 RegistryPro; and/or

d. our receipt of any order or decision requiring such action from any other proceeding to which you were a party.

We may also cancel, transfer or otherwise make changes to an IP Defensive Registration in accordance with the terms of the Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding. This Paragraph sets forth one type of dispute for which you are required to submit to a mandatory administrative proceeding. These proceedings will be administered by the World Intellectual Property Organization Arbitration and Mediation Centre (the "Centre"). You are also required to submit to other dispute-resolution policies for some types of disputes not covered by this Policy.

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (the "Challenger") or RegistryPro (as set forth in Paragraph 4(m)) asserts to the Centre, in compliance with the Rules, that your IP Defensive Registration did not comply with the IP Defensive Registration Conditions. All challenges under this Policy (except for Registry Challenges pursuant to Paragraph 4(m)) must be submitted to the Centre no earlier than June 1, 2003 and no later than six months after the date of the IP Defensive Registration (such challenge period is referred to as the "Challenge Period"). Any disputes concerning an IP Defensive Registration that is, or can be, the subject of a challenge or a Registry Challenge under this Policy shall not be the subject of a proceeding under the UDRP.

b. How to Demonstrate Compliance with the IP Defensive Registration Conditions. In order to demonstrate compliance with the IP Defensive Registration Conditions, a Party must submit, as further specified in the Rules, an original or a copy, certified as correct by the issuing trademark authority, of a trademark or service mark certificate establishing that:

(i) at the time of the registration of the IP Defensive Registration, a trademark or service mark was registered in the name of the Party, and was current (non-expired), as evidenced by the date(s) set forth in the certificate itself; and

(ii) the textual or word elements of the trademark or service mark registration are identical to the IP Defensive Registration; and

(iii) the trademark or service mark registration is of national effect; and

(iv) for those IP Defensive Registrations submitted during the Sunrise Registration Period only, the trademark or service mark was registered with the relevant trademark authority prior to September 30, 2002.

c. Multiple Challenges. In the event that one or more challenges are submitted to the Centre regarding an IP Defensive Registration that is already the subject of a pending challenge, all such challenges will be queued in accordance with the date and time they were received by the Centre. The first challenge to be filed will be granted priority, provided the Centre is satisfied that the Challenger concerned paid the Challenger's fee in accordance with the Rules. If a challenge is terminated without a determination by the Centre regarding the Respondent's compliance with the IP Defensive Registration Conditions, the Centre will proceed with the next challenge it received regarding such IP Defensive Registration.

d. Decision. The challenge will be decided upon by the Centre as set out in Subparagraphs (i) to (ii) below. The Centre's decision of whether the IP Defensive Registration Conditions are met will be based on an examination of any trademark or service mark certificates submitted

as compared with the information contained in the relevant RegistryPro Whois database, and an examination of the validity of such trademark registration using any available electronic databases of current trademark registrations. The Centre's decision is of an administrative nature and shall be final. The Centre shall not be required to state reasons for its decision.

(i) If the Centre finds that you have registered the IP Defensive Registration in compliance with the IP Defensive Registration Conditions, the Centre will dismiss the Challenge.

(ii) If the Centre is unable to find that you have registered the IP Defensive Registration in compliance with the IP Defensive Registration Conditions, the Centre will proceed as follows:

(1) If the Challenger has not requested transfer of the IP Defensive Registration, the Centre shall order that the IP Defensive Registration be cancelled.

(2) If the Challenger has requested transfer of the IP Defensive Registration, the Centre shall inform RegistryPro accordingly. RegistryPro shall place the IP Defensive Registration on registry lock for at least twenty one (21) days, during which time the Challenger shall have the opportunity to apply to register the corresponding IP Defensive Registration or domain name.

e. Consolidation. A challenge may not relate to more than one IP Defensive Registration. In the event a Challenger submits more than one challenge under this Policy against you, either you or the Challenger may petition the Centre to consolidate such disputes. The Centre may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy.

f. Fees. In accordance with the Rules, the submission of a challenge under this Policy (subject to any other arrangements that may apply to Registry Challenges pursuant to Paragraph) is subject to the payment of, a Challenger's fee in the amount of USD [500], subject to the provisions of the Rules, Paragraph [13]. Payments are to be made by credit card using the secure online form made available by the Centre. If a challenge is submitted but the Challenger's fee is not paid in accordance with the Rules, the challenge will be dismissed on the basis of the Challenger's failure to pay its fee.

g. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before the Centre under this Policy. In addition, we will not be liable as a result of any decisions rendered by the Centre.

h. Remedies. The remedies available to a Challenger shall be limited to those set forth in Paragraph 4(e).

i. Notification. The Centre shall notify us and RegistryPro of any decision made under this Policy with respect to an IP Defensive Registration you have registered with us in accordance with the Rules. The outcomes of all administrative proceedings under this Policy shall be published in accordance with the Rules.

j. Request for Information. RegistryPro reserves the right to request and verify information regarding compliance with the IP Defensive Registration Conditions directly from any Party at any time.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4(a) shall not prevent either you or the Challenger from submitting the dispute to a court of competent jurisdiction for independent resolution.

I. Registry Challenges. RegistryPro reserves the right to initiate challenges in connection with IP Defensive Registrations that RegistryPro reasonably believes did not satisfy the IP Defensive Registration Conditions ("Registry Challenges"). Such Registry Challenges may be administered pursuant to this Policy or other policies and procedures approved by ICANN.

5. Maintaining the Status Quo. Except as may be required by other policies or legal requirements, we will not cancel, transfer, activate, deactivate, or otherwise change the status of any IP Defensive Registration subject to this Policy, except as provided in Paragraph 3 and 4 above and 6 below.

6. Transfers During a Dispute.

a. Transfers of an IP Defensive Registration to a New Holder. You may not transfer your IP Defensive Registration to another holder or delete your IP Defensive Registration (i) before the end of the Registry Challenge Period and (ii) until any challenges brought pursuant to this Policy or Registry Challenges in relation to the IP Defensive Registration have been resolved, except that a transfer may be made to the Challenger as a result of a pending administrative proceeding under this Policy (e.g., in the event of a settlement of the dispute), provided that the Challenger meets all other applicable requirements for registering the domain name or IP Defensive Registration at the time it seeks to register the Challenged Name. Nothing in this paragraph limits our ability to cancel your IP Defensive Registration in accordance with your Registration Agreement.

b. Changing Registrars. You may not transfer your IP Defensive Registration to another registrar until all pending challenges against your IP Defensive Registration pursuant to this Policy and Registry Challenges have been resolved.

7. Policy Modifications. RegistryPro reserves the right to modify this Policy at any time with the permission of ICANN. Any revisions of this Policy will be posted online at <http://www.registrypro.pro> at least fifteen (15) days prior to its effective date. Unless this Policy has already been invoked by the submission of a challenge to the Centre, 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 IP Defensive 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 IP Defensive 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 IP Defensive Registration.

Rules for Intellectual Property Defensive Registration Challenge Policy

Administrative proceedings for the resolution of disputes under the Intellectual Property Defensive Registration Challenge Policy adopted by ICANN shall be governed by these Intellectual Property Defensive Registration Challenge Rules and also the Supplemental Rules of the Intellectual Property Defensive Registration Challenge Provider administering the proceedings, as posted on its site.

1. Definitions. In these Rules:

"Centre" refers to the World Intellectual Property Organization Arbitration and Mediation Centre.

"Challenged Name" means an IP Defensive Registration.

"Challenger" means a party which is challenging an IP Defensive Registration under the Intellectual Property Defensive Registration Challenge Policy for .PRO.

"ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

"IP Defensive Registration" means an intellectual property defensive registration registered under the .Pro top-level domain either during a Sunrise Registration Period or during the registry live period even if such registrations have been converted to resolving domain names or are not held by the original registrant at the time they are challenged.

"IP Defensive Registration Conditions" refers to the conditions set forth in the Registration Agreement that must be met as a precondition for the registration of an IP Defensive Registration.

"Party" means a Challenger or a Respondent.

"Policy" means the Intellectual Property Defensive Registration Challenge Policy for .PRO that is incorporated by reference and made a part of the Registration Agreement.

"Registrar" means the entity with which the Respondent currently has registered an IP Defensive Registration that is the subject of a challenge.

"Registration Agreement" means the agreement between the Registrar and the Respondent.

"Registry Challenge" refers to a challenge initiated by RegistryPro during or after the conclusion of the IP Defensive Challenge Period in connection with IP Defensive Registrations that RegistryPro reasonably believes did not satisfy the IP Defensive Registration Conditions. Such Registry Challenges may be administered pursuant to this Policy or other policies and procedures approved by ICANN.

"RegistryPro" means RegistryPro, Inc., the registry operator for the .pro top-level domain.

"Respondent" means the holder of an IP Defensive Registration against which a challenge is initiated under the Policy and the Rules.

"Rules" refers to these Rules for Intellectual Property Defensive Registration Challenge Policy for .PRO.

"Sunrise Registration Period" refers to the period during which trademark owners could pre-register IPDefensive Registrations subject to the IP Defensive Registration Conditions.

2. Communications.

a. Except as otherwise provided in these Rules, any communication required under these Rules shall be made by electronic mail via the Internet.

b. For the purposes of any communications to the Centre, the following addresses should be used:

i. electronic mail: sunrise.pro@wipo.int

ii. facsimile transmission: (+41 22) 740 3700

iii. postal or courier service:
WIPO Arbitration and Mediation Centre
34 chemin des Colombettes
1211 Geneva 20
Switzerland

c. All communications shall be made in the language prescribed in Paragraph 6.

d. Either Party may update its contact details by notifying the other Party, the Centre, the Registrar, and RegistryPro.

e. Except as otherwise provided in these Rules, 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

(ii) if by postal or courier service, on the date of mailing marked on the receipt; or

(iii) if delivered by facsimile transmission, on the date shown on the confirmation of transmission.

f. Except as otherwise provided in these Rules, all time periods calculated under these Rules shall commence on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(e).

g. Except as otherwise provided in these Rules, any communication by

(i) the Centre, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party shall be copied to the other Party; and

(ii) a Party shall be copied to the other Party and the Centre.

h. 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.

i. In the event that a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Centre of the circumstances of the notification.

j. When a paper submission is to be made to the Centre by a Party, it shall be submitted in three (3) sets, including the original of such submission.

3. The Complaint.

a. Any person or entity may initiate an administrative proceeding by submitting a challenge to the Centre in accordance with the Policy and Rules.

b. The challenge shall be submitted in electronic form via the Internet using the Online Challenge Form made available by the Centre.

c. The challenge shall:

(i) Request that the challenge be submitted for decision in accordance with the Policy and Rules and describe why the Challenged Name should be considered subject to the Policy;

(ii) Provide the full name, postal and e-mail addresses, and the telephone and telefax numbers of the Challenger and of any representative authorized to act for the Challenger in the administrative proceeding;

(iii) Provide the full name of the Respondent and, if different from the contact details available in the Whois database for the IP Defensive Registration, all information known to the Challenger regarding how to contact the Respondent or any representative of the Respondent, including contact information based on pre-challenge dealings;

(iv) Specify the IP Defensive Registration that is the subject of the challenge;

(v) Identify the Registrar with whom the Challenged Name is registered at the time the challenge is filed;

(vi) Describe, in accordance with the Policy, the grounds on which the challenge is made including, in particular, why the IP Defensive Registration that is the subject of the dispute should be considered to have been registered in violation of the IP Defensive Registration Conditions, with specific reference to the IP Defensive Registration Conditions:

(1) at the time of the Respondent's registration of the Challenged Name, no current (non-expired) trademark or service mark registration on which the IP Defensive Registration is based was issued in the Respondent's name; or

(2) the Challenged Name is not identical to the textual or word elements of the trademark or service mark registration on which the registration of the Respondent's IP Defensive Registration is based; or

(3) the trademark or service mark registration on which the registration of the Challenged Name is based is not of national effect; or

(4) in the case of an IP Defensive Registration submitted during the Sunrise Registration Period only, the trademark or service mark on which the registration of the Respondent's IP Defensive Registration is based was not registered with the trademark authority with which the mark is registered prior to September 30, 2002.

The above description should not exceed 2,000 words;

(vii) Specify, in accordance with the Policy, the remedies sought, i.e. transfer or cancellation of the Challenged Name.

(viii) Identify any other proceedings that have been commenced or terminated in connection with or relating to the Challenged Name that is the subject of the challenge;

(ix) Include the following statement (for Challengers seeking transfer of the IP Defensive Registration):

"Challenger certifies that the trademark or service mark registration forming the basis of this challenge and potential registration of the Challenged Name in question was current (non-expired) at the time of the registration of the IP Defensive Registration, and, in the case of IP Defensive Registrations made during the Sunrise Period, was already registered with the trademark authority with which the mark is registered prior to September 30, 2002";

(x) Include the following statement (for all Challengers):

"Challenger agrees that its claims and remedies concerning the registration of the defensive registration or domain name, the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Centre, (b) the Registrar, (c) RegistryPro, and (d) ICANN, as well as their directors, officers, employees, and agents.

Challenger certifies that the information contained in this challenge is to the best of Challenger's knowledge complete and accurate, that this challenge is not being presented for any improper purpose, such as to harass, and that the assertions in this challenge are warranted under the Intellectual Property Defensive Registration Challenge Policy for .PRO, the Rules for Intellectual Property Defensive Registration Challenge Policy for .PRO, and under applicable law, as it now exists or as it may be extended by good-faith and reasonable argument."

(xi) Specify, on the Online Challenger Payment Form made available by the Centre, the credit card (American Express, Visa, or MasterCard), together with the name of the cardholder as it appears on the card, the card number and the card expiration date for purposes of payment of the Challenger's fee in accordance with Paragraph 13(a).

d. The challenge may not relate to more than one IP Defensive Registration.

e. Challengers seeking transfer of the Challenged Name shall submit to the Centre the originals or copies, certified by the issuing trademark authority, of any trademark or service mark certificates in Challenger's name and meeting the IP Defensive Registration Conditions within thirty (30) days of the commencement of the administrative proceeding.

4. Notification of Complaint.

a. The Centre shall review the challenge for formal compliance with the Policy and the Rules. If the challenge is found to be in compliance with the Policy and the Rules and the Centre is satisfied that the Challenger's fee has been paid in accordance with Paragraph 13(a), the Centre shall notify the Respondent of the challenge by sending it to the e-mail addresses and telefax numbers of the registrant and the administrative contact for the IP Defensive Registration, as shown in the Whois database at the time of the notification of the challenge by the Centre to the Respondent. In addition, the Centre shall send notice of the challenge to the e-mail addresses and telefax numbers of the Respondent, or of any representative of the Respondent, as provided by the Challenger in accordance with Paragraph 3(c)(iii).

b. If the Centre finds the challenge to be formally deficient, it shall notify the Challenger of the nature of the deficiencies identified. The Challenger shall have ten (10) days after such notification within which to correct any such deficiencies, after which the administrative proceeding will be deemed terminated without prejudice to the submission of another challenge by the Challenger.

c. The date of commencement of the administrative proceeding shall be the date on which the Centre notifies the Respondent of the challenge.

d. The Centre shall notify the Challenger, the Respondent, the Registrar, and RegistryPro of the date of commencement of the administrative proceeding.

e. If the Challenger fails to remedy any deficiencies identified by the Centre within the ten (10) day time period provided for in Paragraph 4(b), the Centre shall notify the Challenger, the Respondent, the Registrar, and RegistryPro of the deemed termination of the challenge, and the fee of USD 500 paid by the Challenger pursuant to Paragraph 13(a) of the Rules shall be deemed forfeited.

5. The Response.

a. Within sixty (60) days after the date of commencement of the administrative proceeding, the Respondent shall submit a response to the Centre.

b. The response shall be submitted in hard copy (with annexes) by postal or courier service (postage pre-paid and return receipt requested) and in electronic form (without annexes) via the Internet using the Online Response Form made available by the Centre.

c. The response shall:

(i) Annex the originals or copies, certified by the trademark authority with which the mark is registered, of any trademark or service mark certificates required to be submitted by the Respondent under Paragraph 4(c) of the Policy;

(ii) Respond specifically to the statements and allegations contained in the challenge and include any and all bases for the Respondent to retain registration of the disputed IP Defensive Registration with specific reference to the IP Defensive Registration Conditions. Such description should not exceed 2,000 words;

(iii) 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;

(iv) Identify any other proceedings that have been commenced or terminated in connection with or relating to the IP Defensive Registration that is the subject of the challenge;

(v) Include the following statement:

"Respondent certifies that the trademark or service mark registration forming the basis for the registration of the Challenged Name was current (non-expired) at the time of the registration of the IP Defensive Registration, and, in the case of IP Defensive Registrations made during the Sunrise Period, was already registered with the trademark authority with which the mark is registered prior to September 30, 2002";

(vi) Include the following statement 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 and that the assertions in this response are warranted under the Intellectual Property Defensive Registration Challenge Policy for .PRO, the Rules for Intellectual Property Defensive Registration Challenge Policy for .PRO, and under applicable law, as it now exists or as it may be extended by good-faith and reasonable argument."

d. At the written request of the Respondent, the Centre may, in exceptional cases, extend, in writing, the period of time for filing the response.

6. Language of Proceedings

a. Unless otherwise agreed by the Centre in exceptional circumstances, the language of the administrative proceeding shall be English.

b. Any trademark or service mark certificates in a language other than English, submitted by the Challenger in accordance with Paragraph 3(e) or the Respondent in accordance with Paragraph 5(d)(i), must be accompanied by a certified translation into English.

7. Further Statements

Unless otherwise requested or agreed by the Centre in exceptional circumstances, no further statements or documents from either of the Parties are to be submitted.

8. In-Person Hearings

There shall be no in-person hearings.

9. Default

a. In the event that a Respondent does not comply with any of the time periods established by the Rules or the Centre, the Centre, unless it finds exceptional circumstances apply, shall proceed to a decision on the challenge.

b. If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, the Rules or any request from the Centre, the Centre may draw such inferences therefrom and may undertake such procedural steps as it considers appropriate.

10. Centre Decisions

a. The Centre's decision on whether the IP Defensive Registration Conditions are met will be based on an examination of any trademark or service mark certificates submitted as compared with the information contained in the relevant RegistryPro Whois database, and an examination of the validity of such trademark registration using any available electronic databases of current trademark registrations. The Centre's decision is of an administrative nature and shall be final. The Centre shall not be required to state reasons for its decision.

b. The Centre will use reasonable efforts to decide upon a challenge within twenty (20) days (as observed at the Centre's place of business) of the receipt of all submissions to be made under the Policy and the Rules or of the expiry of the deadline for such submissions. The Centre will also use reasonable efforts to decide any Registry Challenge as soon as possible under the circumstances.

c. The Centre, in its sole discretion, may, prior to rendering the decision, consult relevant intellectual property offices in the context of reaching its determination.

11. Communication of Decision

a. The Centre shall communicate the decision to each Party, the Registrar, and RegistryPro. In cases where the decision provides for cancellation of the Challenged Name, the concerned Registrar shall immediately communicate to each Party, the Centre and RegistryPro the date for the implementation of the decision in accordance with the Policy.

b. If the Challenger has requested a transfer of the Challenged Name in accordance with Paragraph 4 of the Policy, the Registry or Registrar shall provide the Challenger with an authorization code which will allow the Challenger to register a domain name or IP Defensive Registration corresponding to the Challenged Name and to update all Challenger Whois information, at the Registrar of its choice, within 21 days of the date on which the notification of the authorization is sent to the Challenger, provided that the Challenger meets all other applicable requirements for registering the domain name or IP Defensive Registration.

c. The Centre shall publish the outcome of the case together with the names of the Challenger and the Respondent on a publicly accessible web site.

12. Termination of Administrative Proceeding

a. If the Challenger notifies the Centre that the Parties have agreed on a settlement, the Centre may suspend or terminate the administrative proceeding, subject to any conditions that may apply under Paragraph 6(a) of the Policy. Such notification must be submitted in hard copy and signed by the Challenger.

b. If it becomes unnecessary or impossible to continue the administrative proceeding for any other reason, the Centre shall terminate the administrative proceeding.

c. If the Challenger notifies the Centre of its intention to withdraw the challenge, the Centre shall terminate the administrative proceeding. Such notification must be submitted in hard copy and signed by the Challenger.

d. In case of a termination of the administrative proceeding in accordance with subparagraph (a) or (b), any fees paid by the Parties in accordance with Paragraph 13 shall be deemed forfeited. In case of a termination of the administrative proceeding in accordance with subparagraph (c), the Challenger's fees shall be deemed forfeited.

13. Fees

a. The filing of a challenge is subject to the payment of a Challenger's fee in the amount of USD 500. This fee is to be paid by credit card, via the Online Challenger Payment Form, at the time of the submission of the challenge in accordance with Paragraph 3(c)(xi). If the Centre is not satisfied that the Challenger's fee has been paid within 15 days of the filing of the challenge, the Centre will dismiss the challenge on the basis of the Challenger's failure to pay the Challenger's fee. Other arrangements may apply to the submission of Registry Challenges.

b. Under no other circumstances will a Challenger's fee be reimbursed by the Centre.

14. Exclusion of Liability

The Centre and any intellectual property office consulted by the Centre shall not be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the Rules.

15. Amendments

The version of these Rules that are in effect at the time of the submission of the challenge to the Centre shall apply to the administrative proceeding commenced thereby. RegistryPro reserves the right to modify the Rules at any time.

Annex 1.4

ICANN: Qualification Challenge

Section 1.1:

- a) The Department proposes to conduct the following amendments of the Qualification Challenge from ICANN before publishing the Qualification Challenge Policy and the Rules on Qualification Challenge in accordance with the provision of Clause 24c of the Electronic Addressing Plan.
- b) In any case, the Registry shall clearly provide reference with the published amended Uniform Domain Name Dispute Resolution of the source and shall clarify that the published version is a version amended by the Department for the Myanmar market.

A) Qualification Challenge Policy

ICNN Version	Amendment
This Qualification Challenge Policy is to be incorporated in each Registration Agreement between a sponsoring Authorized Registrar (the "Registrar") and the registrant (the "Registrant") of every domain name and Standard Defensive Registration in the .pro top-level domain.	This Qualification Challenge Policy is to be incorporated in each Registration Agreement between a sponsoring Authorized Registrar (the "Registrar") and the registrant (the "Registrant") of every domain name and Standard Defensive Registration in the “.mm.pro” SLD.
<p>1. Purpose. This Qualification Challenge Policy (the "Qualification Challenge Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") and is incorporated by reference into the Registration Agreement. The Qualification Challenge Policy sets forth the terms, conditions, procedures, and schedules for resolving third-party challenges (i.e. challenges not by the Registry Operator or Registrar) to the registration of Registered Items, based on failure of a Registered Item holder to meet the requirements for registration of a Registered Item as set forth in Appendix L. The proceedings under Paragraph 4 of this Qualification Challenge Policy will be conducted according to the Rules for the Qualification Challenge Policy (the "Qualification Challenge Rules"), which are available at <http://www.icann.org/dndr/proqcp/uniform-rules.htm>, and the supplemental rules of the administrative dispute-resolution provider (the "Qualification Challenge Provider") that handles the dispute under Paragraphs 5(a) and 5(c). Capitalized terms not otherwise defined in the Policy are defined in the Rules. This Qualification Challenge Policy is in addition to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), posted at <http://www.icann.org/dndr/udrp/policy.htm>, and the Intellectual Property Defensive Resolution Policy ("IPDRP"), posted at <http://www.icann.org/dndr/prosdrp/policy.htm>, which also apply to disputes in connection with a Registered Item.</p>	<p>1. Purpose. The Qualification Challenge Policy (the "Qualification Challenge Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), was amended by the Department to the Myanmar market and is incorporated by reference into the Registration Agreement. The Qualification Challenge Policy sets forth the terms, conditions, procedures, and schedules for resolving third-party challenges (i.e. challenges not by the Registry Operator or Registrar) to the registration of Registered Items, based on failure of a Registered Item holder to meet the requirements for registration of a Registered Item in relation to professional qualification. The proceedings under Paragraph 4 of the Qualification Challenge Policy will be conducted according to the Rules for the Qualification Challenge Policy (the "Qualification Challenge Rules") amended by the Department, and the supplemental rules of the administrative dispute resolution provider (the "Qualification Challenge Provider") that handles the dispute under Paragraphs 5(a) and 5(c). Capitalized terms not otherwise defined in the Policy are defined in the Rules.</p>
<p>3. Cancellations, Transfers, and Changes. In addition to the circumstances described in Paragraph</p>	<p>3. Cancellations, Transfers, and Changes. In addition to the circumstances described in Paragraph</p>

<p>3 of the UDRP, Registrar or Registry Operator will cancel, transfer, or otherwise make changes to a Registered Item after Registrar's receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which Registrant was a party and which was conducted under this Qualification Challenge Policy or a later version of this Qualification Challenge Policy adopted by ICANN. (See Paragraphs 5(f) and 5(h) below.) (Regarding cancellations, transfers, and other changes pursuant to a judicial instruction, see Paragraph 3 of the UDRP.) Registrar or Registry Operator may also cancel, transfer, or otherwise make changes to a Registered Item registration in accordance with the terms of Registrant's Registration Agreement, ICANN-approved policies, or other legal requirements.</p>	<p>3 of the UDRP amended by the Department, Registrar or Registry Operator will cancel, transfer, or otherwise make changes to a Registered Item after Registrar's receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which Registrant was a party and which was conducted under this Qualification Challenge Policy or a later version of this Qualification Challenge Policy adopted by ICANN amended and approved by the Department. (See Paragraphs 5(f) and 5(h) below.) (Regarding cancellations, transfers, and other changes pursuant to a judicial instruction, see Paragraph 3 of the UDRP amended and approved by the Department.) Registrar or Registry Operator may also cancel, transfer, or otherwise make changes to a Registered Item registration in accordance with the terms of Registrant's Registration Agreement, the Department approved policies, or other legal requirements.</p>
<p>a. Selection of Provider. The Qualification Challenger shall select an authorized Qualification Challenge Provider from among those on the list of Qualification Challenge Providers available at <http://www.icann.org/dndr/proqcp/approved-providers.htm> by submitting the complaint to that Qualification Challenge Provider. The selected Qualification Challenge Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 5(c). Certain Qualification Challenge Providers may be authorized to offer Administrative Panels for disputes involving only one or more professions served by the .pro TLD or only certain countries or Licensing Jurisdictions (as defined in Appendix L).</p>	<p>a. Selection of Provider. The Qualification Challenger shall select an authorized Qualification Challenge Provider from among those on the list of Qualification Challenge Providers available at www.XXXXX by submitting the complaint to that Qualification Challenge Provider. The selected Qualification Challenge Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 5(c).</p>
<p>c. Consolidation. In the event of multiple disputes between a Registrant and a Qualification Challenger, either the Registrant or the Qualification Challenger 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 Qualification Challenge Policy or a later version of this Qualification Challenge Policy adopted by ICANN.</p>	<p>c. Consolidation. In the event of multiple disputes between a Registrant and a Qualification Challenger, either the Registrant or the Qualification Challenger 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 Qualification Challenge Policy adopted by ICANN and amended by the Department to the Myanmar market and approved by the Department.</p>
<p>f. Remedy. The remedy available to a Qualification Challenger pursuant to any proceeding before an Administrative Panel shall be limited to a decision requiring the cancellation of Registrant's registration of the Registered Item(s) or requesting a transfer of the Registered Item. If the Challenger has requested transfer of the Registered Item, the Panel shall inform RegistryPro accordingly. RegistryPro shall place the domain name on registry lock for at least twenty one (21) days, during which time the Qualification Challenger shall have the opportunity to apply to register the corresponding domain name.</p>	<p>f. Remedy. The remedy available to a Qualification Challenger pursuant to any proceeding before an Administrative Panel shall be limited to a decision requiring the cancellation of Registrant's registration of the Registered Item(s) or requesting a transfer of the Registered Item. If the Challenger has requested transfer of the Registered Item, the Panel shall inform the Registry accordingly. The Registry shall place the domain name on registry lock for at least twenty one (21) days, during which time the Qualification Challenger shall have the opportunity to apply to register the corresponding domain name.</p>
<p>10. Policy Modifications. Registrar reserves the right to modify this Qualification Challenge Policy at any time with the permission of ICANN and Registry Operator. Registrar will post its revised Qualification</p>	<p>10. Policy Modifications. Registrar reserves the right to modify this Qualification Challenge Policy at any time with the permission of Department and Registry Operator and after public consultation. Registrar will post</p>

<p>Challenge Policy at <URL to be supplied by Registrar> at least thirty calendar days before it becomes effective. Unless this Qualification Challenge Policy has already been invoked by the submission of a complaint to a Qualification Challenge Provider, in which event the version of the Qualification Challenge Policy in effect at the time it was invoked will apply until the dispute is over, all such changes will be binding with respect to any Registered Item dispute, whether the dispute arose before, on or after the effective date of the change. In the event that Registrant objects to a change in this Qualification Challenge Policy, the sole remedy is to cancel his, her, or its Registered Item, provided that Registrant will not be entitled to a refund of any fees paid to Registrar. The revised Qualification Challenge Policy will apply until cancellation of a Registered Item.</p>	<p>its revised Qualification Challenge Policy at <URL to be supplied by Registrar> at least thirty calendar days before it becomes effective. Unless this Qualification Challenge Policy has already been invoked by the submission of a complaint to a Qualification Challenge Provider, in which event the version of the Qualification Challenge Policy in effect at the time it was invoked will apply until the dispute is over, all such changes will be binding with respect to any Registered Item dispute, whether the dispute arose before, on or after the effective date of the change. In the event that Registrant objects to a change in this Qualification Challenge Policy, the sole remedy is to cancel his, her, or its Registered Item, provided that Registrant will not be entitled to a refund of any fees paid to Registrar. The revised Qualification Challenge Policy will apply until cancellation of a Registered Item.</p>
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B) Rules for Qualification Challenge Policy

ICANN Version	Amendment
<p>Administrative proceedings for the resolution of disputes under the Qualification Challenge Policy adopted by ICANN shall be governed by these Qualification Challenge Rules and also the Supplemental Rules of the Qualification Challenge Provider administering the proceedings, as posted on its site.</p>	<p>Administrative proceedings for the resolution of disputes under the Qualification Challenge Policy adopted by ICANN and amended by the Department to the Myanmar market shall be governed by these Qualification Challenge Rules and also the Supplemental Rules of the Qualification Challenge Provider administering the proceedings, as posted on its site.</p>
<p>"Registration Requirements" means the requirements for registration of a Registered Item as established in or according to Appendix L to the Registry Agreement between ICANN and the Registry Operator.</p>	<p>"Registration Requirements" means the requirements for registration of a Registered Item as defined and established by the responsible government entities</p>
<p>"Mutual Jurisdiction" means a court jurisdiction at the location of either (a) the principal office of the Registrar, (b) New York, U.S.A., or (c) the Registered Item holder's address as shown for the registration of the Registered Item in Registry Operator's Whois database at the time the complaint is submitted to the Qualification Challenge Provider.</p>	<p>"Mutual Jurisdiction" means a court jurisdiction at the location of either (a) the principal office of the Registrar, or (c) the Registered Item holder's address as shown for the registration of the Registered Item in Registry Operator's Whois database at the time the complaint is submitted to the Qualification Challenge Provider.</p>
<p>"Qualification Challenge Provider" means a dispute-resolution service provider that is approved by ICANN upon consultation with Registry Operator. A list of such Providers appears at <http://www.icann.org/dndr/proqcp/approved-providers.htm>.</p>	<p>"Qualification Challenge Provider" means a dispute-resolution service provider as published on www.XXXXXXX</p>
<p>"Standard Defensive Registration" has the meaning set forth in section 2.5 of Appendix L of the Registry Agreement between ICANN and the Registry Operator.</p>	<p>"Standard Defensive Registration" has the meaning set forth in section 2.5 of Appendix L of the Registry Agreement between ICANN and the Registry Operator.</p>

<p>"Registry Operator" means the entity that, pursuant to a Registry Agreement with ICANN, operates the registry for the .pro TLD.</p>	<p>"Registry Operator" means the entity that, pursuant to a Registry Agreement with the Myanmar Government, operates the registry for the ".mm" TLD.</p>
<p>"Supplemental Rules" means the rules adopted by the Qualification Challenge Provider and approved by ICANN administering a proceeding to supplement these Qualification Challenge Rules. Supplemental Rules shall not be inconsistent with the Qualification Challenge Policy or these Qualification Challenge Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Qualification Challenge Provider and the Panel, and the form of cover sheets.</p>	<p>"Supplemental Rules" means the rules adopted by the Qualification Challenge Provider administering a proceeding to supplement these Qualification Challenge Rules. Supplemental Rules shall not be inconsistent with the Qualification Challenge Policy or these Qualification Challenge Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Qualification Challenge Provider and the Panel, and the form of cover sheets.</p>
<p>3. The Complaint. b (xiv) Conclude with the following statement followed by the signature of the Qualification Challenger or its authorized representative:</p>	<p>3. The Complaint. b (xiv) Conclude with the following statement followed by the signature of the Qualification Challenger or its authorized representative:</p>
<p>"Qualification Challenger agrees that its claims and remedies concerning the registration of the Registered Item or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Qualification Challenge Provider and Panellist(s), except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) ICANN, as well as their directors, officers, employees, and agents."</p>	<p>"Qualification Challenger agrees that its claims and remedies concerning the registration of the Registered Item or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Qualification Challenge Provider and Panellist(s), except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the Department, as well as their directors, officers, employees, and agents."</p>
<p>4. Notification of Complaint. d. The Qualification Challenge Provider shall immediately (and in no event later than within three calendar days) notify the Qualification Challenger, the Respondent, the concerned Registrar(s), the Registry Operator, and ICANN of the date of commencement of the administrative proceeding. The Registrar shall place the Registered Item on Registrar Lock (whereby such Registered Item cannot be transferred to another holder or another registrar during the course of these proceedings). Registrar shall notify Registry Operator immediately (and in no event later than within three (3) calendar days) upon executing Registrar Lock.</p>	<p>4. Notification of Complaint. d. The Qualification Challenge Provider shall immediately (and in no event later than within three calendar days) notify the Qualification Challenger, the Respondent, the concerned Registrar(s) and the Registry Operator of the date of commencement of the administrative proceeding. The Registrar shall place the Registered Item on Registrar Lock (whereby such Registered Item cannot be transferred to another holder or another registrar during the course of these proceedings). Registrar shall notify Registry Operator immediately (and in no event later than within three (3) calendar days) upon executing Registrar Lock.</p>
<p>16. Communication of Decision to Parties. a. Within three calendar days after receiving the decision from the Panel, the Qualification Challenge Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), Registry Operator, and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, Registry Operator, and ICANN the date for the implementation of the decision in accordance with the Policy.</p>	<p>16. Communication of Decision to Parties. a. Within three calendar days after receiving the decision from the Panel, the Qualification Challenge Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s) and Registry Operator. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and Registry Operator the date for the implementation of the decision in accordance with the Policy.</p>

21. Amendments.
The version of these Qualification Challenge Rules in effect at the time of the submission of the complaint to the Qualification Challenge Provider shall apply to the administrative proceeding commenced thereby. These Qualification Challenge Rules may not be amended without the express written approval ICANN, which shall not be unreasonably withheld.

21. 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 express written approval of the Department and public consultation.

Qualification Challenge Policy

This Qualification Challenge Policy is to be incorporated in each Registration Agreement between a sponsoring Authorized Registrar (the "Registrar") and the registrant (the "Registrant") of every domain name and Standard Defensive Registration in the .pro top-level domain.

1. Purpose. This Qualification Challenge Policy (the "Qualification Challenge Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") and is incorporated by reference into the Registration Agreement. The Qualification Challenge Policy sets forth the terms, conditions, procedures, and schedules for resolving third-party challenges (i.e. challenges not by the Registry Operator or Registrar) to the registration of Registered Items, based on failure of a Registered Item holder to meet the requirements for registration of a Registered Item as set forth in Appendix L. The proceedings under Paragraph 4 of this Qualification Challenge Policy will be conducted according to the Rules for the Qualification Challenge Policy (the "Qualification Challenge Rules"), which are available at <<http://www.icann.org/dndr/proqcp/uniform-rules.htm>>, and the supplemental rules of the administrative dispute-resolution provider (the "Qualification Challenge Provider") that handles the dispute under Paragraphs 5(a) and 5(c). Capitalized terms not otherwise defined in the Policy are defined in the Rules. This Qualification Challenge Policy is in addition to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), posted at <<http://www.icann.org/dndr/udrp/policy.htm>>, and the Intellectual Property Defensive Resolution Policy ("IPDRP"), posted at <<http://www.icann.org/dndr/prosdrp/policy.htm>>, which also apply to disputes in connection with a Registered Item.

2. Registrant's Representations. By applying to register a Registered Item, or by asking Registrar to maintain or renew a Registered Item, Registrant hereby represents and warrants to Registrar that, to his, her, or its knowledge, the registration of Registrant's Registered Item conforms to the Registration Requirements. It is Registrant's responsibility to determine whether his, her, or its Registered Item meet these Registration Requirements.

3. Cancellations, Transfers, and Changes. In addition to the circumstances described in Paragraph 3 of the UDRP, Registrar or Registry Operator will cancel, transfer, or otherwise make changes to a Registered Item after Registrar's receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which Registrant was a party and which was conducted under this Qualification Challenge Policy or a later version of this Qualification Challenge Policy adopted by ICANN. (See Paragraphs 5(f) and 5(h) below.) (Regarding cancellations, transfers, and other changes pursuant to a judicial instruction, see Paragraph 3 of the UDRP.) Registrar or Registry Operator may also cancel, transfer, or otherwise make changes to a Registered Item registration in accordance with the terms of Registrant's Registration Agreement, ICANN-approved policies, or other legal requirements.

4. Mandatory Administrative Proceeding. This paragraph sets forth the types of disputes for which a Registrant is required to submit to a mandatory administrative proceeding under this Qualification Challenge Policy. These proceedings will be conducted before a Qualification Challenge Provider.

a. Applicable Disputes. Registrant is required to submit to a mandatory administrative proceeding in the event that a third party (a "Qualification Challenger") asserts to the

applicable Qualification Challenge Provider, in compliance with the Qualification Challenge Rules. That is, for challenges to a Registered Item, the Registered Item does not meet the Registered Requirements.

To invoke a Qualification Challenge, the Qualification Challenger must submit a complaint in compliance with the Qualification Challenge Rules.

b. Evidence of Registration in Violation of the Qualification Requirements. For the purposes of Paragraph 4(a), if the Panel finds that the Registrant:

- (i) does not comply with the Registration Requirements described in Appendix L;
- (ii) has not provided sufficient evidence of compliance with such Registration Requirements;
or
- (iii) is no longer in good standing or licensed in Registrant's designated profession and in the designated jurisdiction;

then such finding shall be evidence that Registrant's Registered Item does not meet the Registration Requirements. If the Panel finds that Registrant's Registered Item does not meet the Registration Requirements, the Panel shall exercise the remedy set forth in Paragraph 5(f).

c. Responding to a Complaint. When Registrant receives a complaint, Registrant should refer to Paragraph 5 of the Qualification Challenge Rules in determining how to prepare the response.

5. Procedure.

a. Selection of Provider. The Qualification Challenger shall select an authorized Qualification Challenge Provider from among those on the list of Qualification Challenge Providers available at <<http://www.icann.org/dndr/proqcp/approved-providers.htm>> by submitting the complaint to that Qualification Challenge Provider. The selected Qualification Challenge Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 5(c). Certain Qualification Challenge Providers may be authorized to offer Administrative Panels for disputes involving only one or more professions served by the .pro TLD or only certain countries or Licensing Jurisdictions (as defined in Appendix L).

b. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Qualification Challenge Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

c. Consolidation. In the event of multiple disputes between a Registrant and a Qualification Challenger, either the Registrant or the Qualification Challenger 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 Qualification Challenge Policy or a later version of this Qualification Challenge Policy adopted by ICANN.

d. Fees. All fees charged by a Qualification Challenge Provider in connection with any dispute before an Administrative Panel shall be paid in accordance with Paragraph 19 of the Qualification Challenge Rules.

e. Registrar's or Registry Operator's Involvement in Qualification Challenge Proceedings. Neither the Registrar nor the Registry Operator participates or will participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, neither the Registrar nor the Registry Operator is or will be liable as a result of any decisions rendered by the Administrative Panel. Upon receiving notice from a Qualification Challenge Provider of the date of commencement of a Qualification Challenge Proceeding (see Paragraph 4(d) of the Qualification Challenge Rules), the Registrar(s) sponsoring any names involved in the proceeding will place the Registered Item(s) involved on Registrar Lock (whereby such Registered Item(s) cannot be transferred to another holder or another registrar during the course of Qualification Challenge Proceeding) and will notify the Registry Operator, in a manner it specifies, that they have done so. The sponsoring Authorized Registrar will maintain the Registered Item(s) on Registrar Lock during the pendency of the Qualification Challenge Proceeding, until released according to Paragraph 5(h). The Registry Operator and the sponsoring Registrar will comply with any panel decision in the Qualification Challenge and make all appropriate changes to the status of the Registered Item registration(s) in their Whois databases.

f. Remedy. The remedy available to a Qualification Challenger pursuant to any proceeding before an Administrative Panel shall be limited to a decision requiring the cancellation of Registrant's registration of the Registered Item(s) or requesting a transfer of the Registered Item. If the Challenger has requested transfer of the Registered Item, the Panel shall inform RegistryPro accordingly. RegistryPro shall place the domain name on registry lock for at least twenty one (21) days, during which time the Qualification Challenger shall have the opportunity to apply to register the corresponding domain name.

g. Notification and Publication. The Qualification Challenge Provider shall promptly notify the Registrar and the Registry Operator of any decision made by an Administrative Panel. All decisions under this Qualification Challenge 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.

h. Release of Registrar Lock. If the Qualification Challenger has not requested transfer of the Registered Item and the Administrative Panel decides that Registrant's registration of a Registered Item should be canceled, Registrar will wait twenty-one (21) calendar days (as observed in the location of Registrar's principal office) after the Registrar and the Registry Operator are informed by the applicable Qualification Challenge Provider of the Administrative Panel's decision before implementing that decision. Registrar will then implement the decision by notifying Registry Operator, in a manner specified by Registry Operator, that Registrant's registration of the Registered Item will be cancelled. unless Registrar has received from Registrant during that twenty-one (21) calendar day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that Registrant has commenced a lawsuit against the Qualification Challenger in a jurisdiction to which the Qualification Challenger has submitted under Paragraph 3(b)(xiii) of the Qualification Challenge Rules. (In general, that jurisdiction is either the location of Registrar's principal office; New York, U.S.A.; or of Registrant's address as shown in the registry Whois database. See the definition of "Mutual Jurisdiction" in Paragraph 1, as well as Paragraph 3(b)(xiii), of the Qualification Challenge Rules for details.) If Registrar receives such documentation within the twenty-one calendar day period, Registrar will not implement the Administrative Panel's decision or take

any further action, until Registrar receives (i) evidence satisfactory to Registrar of an agreed resolution between the parties; (ii) evidence satisfactory to Registrar that Registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing Registrant's lawsuit or finding that Registrant does not have the right to maintain the registration of Registrant's Registered Item.

i. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either the Registrant or the Qualification Challenger 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.

6. All Other Disputes and Litigation. All other disputes between the Registrant and any party other than Registrar or Registry Operator regarding Registrant's Registered Item that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between Registrant and such other party through any court, arbitration, or other proceeding that may be available.

7. Registrar's and Registry Operator's Involvement in Disputes. Neither the Registrar nor the Registry Operator will participate in any way in any dispute between Registrant and any party other than the Registrar or the Registry Operator regarding the registration and use of Registrant's Registered Item. Registrant shall not name Registrar as a party or otherwise include Registrar in any such proceeding. In the event that Registrar or Registry Operator is named as a party in any such proceeding, Registrar and Registry Operator reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend themselves.

8. Maintaining the Status Quo. Registrar will not cancel, transfer, activate, deactivate, or otherwise change the status of any Registered Item under this Qualification Challenge Policy except as provided in Paragraph 3 and 5 above.

9. Transfers During a Dispute.

a. Transfers of a Registered Item to a New Holder. Registrant may not transfer his, her, or its Registered Item to another holder (i) during a pending administrative proceeding brought pursuant to this Qualification Challenge Policy or for a period of twenty-one (21) days (as observed in the location of Registrar's principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding Registrant's compliance with the Qualification Requirements. Registrar reserves the right to cancel any transfer of a Registered Item to another holder that is made in violation of this subparagraph.

b. Changing Registrars. Registrant may not transfer the sponsorship of his, her, or its Registered Item to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of twenty-one (21) days (as observed in the location of Registrar's principal place of business) after such proceeding is concluded. Registrant may transfer administration of his, her, or its Registered Item to another registrar during a pending court action or arbitration, provided that Registered Item shall continue to be subject to the proceedings commenced against Registrant in accordance with the terms of this Qualification Challenge Policy.

10. Policy Modifications. Registrar reserves the right to modify this Qualification Challenge Policy at any time with the permission of ICANN and Registry Operator. Registrar will post its revised Qualification Challenge Policy at <URL to be supplied by Registrar> at least thirty calendar days before it becomes effective. Unless this Qualification Challenge Policy has already been invoked by the submission of a complaint to a Qualification Challenge Provider, in which event the version of the Qualification Challenge Policy in effect at the time it was invoked will apply until the dispute is over, all such changes will be binding with respect to any Registered Item dispute, whether the dispute arose before, on or after the effective date of the change. In the event that Registrant objects to a change in this Qualification Challenge Policy, the sole remedy is to cancel his, her, or its Registered Item, provided that Registrant will not be entitled to a refund of any fees paid to Registrar. The revised Qualification Challenge Policy will apply until cancellation of a Registered Item.

Qualification Challenge Rules

These Qualification Challenge Rules apply uniformly to Qualification Challenge Policy proceedings administered by all approved Providers.

Administrative proceedings for the resolution of disputes under the Qualification Challenge Policy adopted by ICANN shall be governed by these Qualification Challenge Rules and also the Supplemental Rules of the Qualification Challenge Provider administering the proceedings, as posted on its site.

1. Definitions. In these Rules:

"Registered Item" means a Registered Name or a Standard Defensive Registration as defined in the Registry Agreement between the Registry Operator and ICANN.

"Qualification Challenger" means the party initiating a complaint concerning a Registered Item.

"Registration Requirements" means the requirements for registration of a Registered Item as established in or according to Appendix L to the Registry Agreement between ICANN and the Registry Operator.

"ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

"Mutual Jurisdiction" means a court jurisdiction at the location of either (a) the principal office of the Registrar, (b) New York, U.S.A., or (c) the Registered Item holder's address as shown for the registration of the Registered Item in Registry Operator's Whois database at the time the complaint is submitted to the Qualification Challenge Provider.

"Panel" means an administrative panel appointed by a Qualification Challenge Provider to decide a complaint concerning a Registered Item.

"Panellist" means an individual appointed by a Provider to be a member of a Panel.

"Party" means a Qualification Challenger or a Respondent.

"Qualification Challenge Policy" means the Qualification Challenge Policy that is incorporated by reference and made a part of the Registration Agreement.

"Qualification Challenge Provider" means a dispute-resolution service provider that is approved by ICANN upon consultation with Registry Operator. A list of such Providers appears at <http://www.icann.org/dndr/proqcp/approved-providers.htm>.

"Standard Defensive Registration" has the meaning set forth in section 2.5 of Appendix L of the Registry Agreement between ICANN and the Registry Operator.

"Registrar" means the entity with which the Respondent has registered a Registered Item that is the subject of a complaint.

"Registration Agreement" means the agreement between a Registrar and a Registered Item holder.

"Registry Operator" means the entity that, pursuant to a Registry Agreement with ICANN, operates the registry for the .pro TLD.

"Respondent" means the holder of a Registered Item against which a complaint is initiated.

"Reverse Registered Item Hijacking" means using the Qualification Challenge Policy in bad faith to attempt to deprive a Registered Item holder of a Registered Item.

"Supplemental Rules" means the rules adopted by the Qualification Challenge Provider and approved by ICANN administering a proceeding to supplement these Qualification Challenge Rules. Supplemental Rules shall not be inconsistent with the Qualification Challenge Policy or these Qualification Challenge Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Qualification Challenge Provider and the Panel, and the form of cover sheets.

2. Communications.

a. When forwarding a complaint to the Respondent, it shall be the Qualification Challenge 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 the complaint to all postal-mail and facsimile addresses (A) shown in the Registered Item data in Registry Operator's Whois database for the registration 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 in electronic form (including annexes to the extent available in that form) by e-mail to:

(1) the e-mail addresses for the registration holder and the technical, administrative, and billing contacts of the Registered Item;

(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 which the Qualification Challenge 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.

(iii) sending the complaint to any address the Respondent has notified the Qualification Challenge Provider it prefers and, to the extent practicable, to all other addresses provided to such Provider by Qualification Challenger under Paragraph 3(b)(v).

b. Except as provided in Paragraph 2(a), any written communication to the Qualification Challenger or Respondent provided for under these Qualification Challenge Rules shall be made by the preferred means stated by the Qualification Challenger or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)), or in the absence of such specification

- (i) by telecopy or facsimile transmission, with a confirmation of transmission; or
- (ii) by postal or courier service, postage pre-paid and return receipt requested; or
- (iii) electronically via the Internet, provided a record of its transmission is available.

c. Any communication to the Qualification Challenge Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.

d. Communications shall be made in the language prescribed in Paragraph 11. E-mail communications should, if practicable, be sent in plaintext.

e. Either Party may update its contact details by notifying the Qualification Challenge Provider and the Registrar.

f. Except as otherwise provided in these Qualification Challenge Rules, or decided by a Panel, all communications provided for under these Qualification Challenge Rules shall be deemed to have been made:

- (i) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or
- (ii) if by postal or courier service, on the date marked on the receipt; or
- (iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

g. Except as otherwise provided in these Qualification Challenge Rules, all time periods calculated under these Rules that are 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 Qualification Challenge Provider and to the other Party;
- (ii) the Qualification Challenge 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 Qualification Challenge 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.

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 Qualification Challenge Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Qualification Challenge Provider).

3. The Complaint.

a. Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Qualification Challenge Policy and these Qualification Challenge Rules to any Qualification Challenge Provider. (Due to capacity constraints or for other reasons, a Qualification Challenge Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Qualification Challenge Provider.)

b. The complaint shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Request that the complaint be submitted for decision in accordance with the Qualification Challenge Policy and these Qualification Challenge Rules;

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Qualification Challenger and of any representative authorized to act for the Qualification Challenger in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Qualification Challenger in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

(iv) Designate whether Qualification Challenger elects to have the dispute decided by a single-member or a three-member Panel and, in the event Qualification Challenger elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any Qualification Challenge Provider's list of Panellists);

(v) Provide the name of the Respondent and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Qualification Challenger regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Qualification Challenge Provider to send the complaint as described in Paragraph 2(a);

(vi) Specify the Registered Item that is the subject of the complaint;

(vii) Identify the Registrar with whom the Registered Item is registered at the time the complaint is filed;

(viii) Specify the Registered Item on which the complaint is based;

(ix) Identify the basis of the challenge, including a description of the manner in which the Registered Item does not satisfy the Registration Requirements. (The description should discuss any aspects of the Qualification Challenge Policy that are applicable and shall comply with any word or page limit set forth in the Qualification Challenge Provider's Supplemental Rules)

(x) Specify, in accordance with the Qualification Challenge Policy, the remedies sought;

(xi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the Registered Item that is the subject of the complaint;

(xii) State that a copy of the complaint, together with the cover sheet as prescribed by the Qualification Challenge Provider's Supplemental Rules, has been sent or transmitted to the Respondent, in accordance with Paragraph 2(b);

(xiii) State that Qualification Challenger will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the Registered Item, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(xiv) Conclude with the following statement followed by the signature of the Qualification Challenger or its authorized representative:

"Qualification Challenger agrees that its claims and remedies concerning the registration of the Registered Item or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Qualification Challenge Provider and Panellist(s), except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) ICANN, as well as their directors, officers, employees, and agents."

"Qualification Challenger certifies that the information contained in this Complaint is to the best of Qualification Challenger'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

(xv) Annex any documentary or other evidence, including a copy of the Qualification Challenge Policy applicable to the Registered Item in dispute and any evidence of the Qualification Challenger's qualification to register the Registered Item under the Qualification Requirements, upon which the complaint relies, together with a schedule indexing such evidence.

c. The complaint may relate to more than one Registered Item, provided that the Registered Items are registered by the same holder.

4. Notification of Complaint.

a. The Qualification Challenge Provider shall review the complaint for administrative compliance with the Qualification Challenge Policy and these Qualification Challenge Rules and, if in compliance, shall forward the complaint (together with the explanatory cover sheet prescribed by the Qualification Challenge Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within five calendar days following receipt of the fees to be paid by the Qualification Challenger in accordance with Paragraph 19.

b. If the Qualification Challenge Provider finds the complaint to be administratively deficient, it shall promptly notify the Qualification Challenger and the Respondent of the nature of the deficiencies identified. The Qualification Challenger 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 Qualification Challenger.

c. 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 forwarding the Complaint to the Respondent.

d. The Qualification Challenge Provider shall immediately (and in no event later than within three calendar days) notify the Qualification Challenger, the Respondent, the concerned Registrar(s), the Registry Operator, and ICANN of the date of commencement of the administrative proceeding. The Registrar shall place the Registered Item on Registrar Lock (whereby such Registered Item cannot be transferred to another holder or another registrar during the course of these proceedings). Registrar shall notify Registry Operator immediately (and in no event later than within three (3) calendar days) upon executing Registrar Lock.

5. The Response.

a. Within twenty-one (21) calendar days after the date of commencement of the administrative proceeding, the Respondent shall submit a response to the Qualification Challenge Provider.

b. The response shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Provide evidence of the Respondent's compliance with the Registration Requirements, including:

Continued good standing or licensure in the profession corresponding to the PS-SLD in question and Licensing Jurisdiction in which the Registrant claimed to be licensed or accredited to provide professional services;

(These portions of the response 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 telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

(iv) If Qualification Challenger has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

(v) If either Qualification Challenger or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any Qualification Challenge Provider's list of Panellists);

(vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Registered Item(s) that are the subject of the complaint;

(vii) State that a copy of the response has been sent or transmitted to the Qualification Challenger, in accordance with Paragraph 2(b); and

(viii) Conclude with the following statement 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."; and

(ix) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

c. If Qualification Challenger has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent 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 response to the Qualification Challenge 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 Respondent, the Qualification Challenge Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Qualification Challenge Provider.

e. If a Respondent does not submit a response, in the absence of exceptional circumstances, the Qualification Challenge Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision.

a. Each Qualification Challenge Provider shall maintain and publish a publicly available list of any professions, countries or languages for which they are able to provide Panellists and hear disputes.

b. If neither the Qualification Challenger nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Qualification Challenge Provider shall appoint, within five calendar days following receipt of the response by the Qualification Challenge Provider, or the lapse of the time period for the submission thereof, a single Panellist from its list of Panellists.

c. If either the Qualification Challenger or the Respondent elects to have the dispute decided by a three-member Panel, the Qualification Challenge Provider shall appoint three Panellists in accordance with the procedures identified in Paragraph 6(e).

d. Unless it has already done so under Paragraph 3(b)(iv), the Qualification Challenger shall submit to the Qualification Challenge Provider, within five calendar days after 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 Panellists. These candidates may be drawn from any Qualification Challenge Provider's list of Panellists.

e. In the event that either the Qualification Challenger or the Respondent elects a three-member Panel, the Qualification Challenge Provider shall endeavor to appoint one Panellist from the list of candidates provided by each of the Qualification Challenger and the Respondent. In the event the Qualification Challenge Provider is unable within five calendar days to secure the appointment of a Panellist on its customary terms from either Party's list of candidates, the Qualification Challenge Provider shall make that appointment from its list of

Panellists. The third Panellist shall be appointed by the Qualification Challenge Provider from a list of five candidates submitted by the Qualification Challenge Provider to the Parties, the Qualification Challenge 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 Qualification Challenge Provider within five calendar days after the Qualification Challenge Provider's submission of the five-candidate list to the Parties.

f. Once the entire Panel is appointed, the Qualification Challenge Provider shall notify the Parties of the Panellists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Qualification Challenge Provider.

7. Impartiality and Independence.

A Panellist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Qualification Challenge Provider any circumstances giving rise to justifiable doubt as to the Panellist'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 Panellist, that Panellist shall promptly disclose such circumstances to the Qualification Challenge Provider. In such event, the Qualification Challenge Provider shall have the discretion to appoint a substitute Panellist.

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 or the Qualification Challenge Provider shall be made to a case administrator appointed by the Qualification Challenge Provider in the manner prescribed in the Qualification Challenge Provider's Supplemental Rules.

9. Transmission of the File to the Panel.

The Qualification Challenge Provider shall forward the file to the Panel as soon as the Panellist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panellist is appointed in the case of a three-member Panel.

10. General Powers of the Panel.

a. The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Qualification Challenge Policy and these Qualification Challenge 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 Qualification Challenge Rules or by the Panel.

d. The Panel shall determine the admissibility, relevance, materiality, and weight of the evidence.

e. A Panel shall decide a request by a Party to consolidate multiple Registered Item disputes in accordance with the Qualification Challenge Policy and these Qualification Challenge Rules.

11. Language of Proceedings.

a. Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

b. The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

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. Default.

a. In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Qualification Challenge Rules or the Panel, the Panel shall proceed to a decision on the complaint.

b. If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Qualification Challenge Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions.

a. A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Qualification Challenge Policy, these Qualification Challenge Rules and any rules and principles of law that it deems applicable.

b. Whenever possible, the Panel shall forward its decision on the complaint to the Qualification Challenge Provider within twenty-one calendar days after its appointment pursuant to Paragraph 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 in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panellist(s).

e. Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Qualification Challenge 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 Paragraph 4(a) of the Qualification Challenge Policy, it shall so state. If after considering the submissions, the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Registered Item Hijacking or was brought primarily to harass the Registered Item holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

f. If the Challenger has requested that the Registered Item be transferred in accordance with Paragraph 4 of the Policy, the Registry or Registrar shall provide the Challenger with an authorization code which will allow the Challenger to register the corresponding domain name and to update all Challenger Whois information, at the Registrar of its choice, within 21 days of the date on which the notification of the authorization is sent to the Challenger, provided that the Challenger meets all other applicable requirements for registering the domain name.

g. The Centre shall publish the outcome of the case together with the names of the Challenger and the Respondent on a publicly accessible web site.

16. Communication of Decision to Parties.

a. Within three calendar days after receiving the decision from the Panel, the Qualification Challenge Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), Registry Operator, and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, Registry Operator, and ICANN the date for the implementation of the decision in accordance with the Policy.

b. Except if the Panel determines otherwise (see Paragraph 5(g) of the Qualification Challenge Policy), the Qualification Challenge Provider shall publish the full decision and the date of its implementation on a publicly accessible Qualification Challenge Provider site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) of these Qualification Challenge Rules) shall be published.

17. Settlement or Other Grounds for Termination.

a. If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

b. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings.

a. In the event of any legal proceedings initiated prior to or during an administrative proceeding under these Qualification Challenge Rules in respect of a Registered Item that is the subject of the complaint, the Panel 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 under these Qualification Challenge Rules in respect of a

Registered Item that is the subject of the complaint, it shall promptly notify the Panel and the Qualification Challenge Provider. See Paragraph 8 above.

19. Fees.

a. For administrative proceedings brought pursuant to Paragraph 4(b) of the Policy, the fees shall be paid as follows:

(i) The Qualification Challenger shall pay to the Qualification Challenge Provider an initial fixed fee, in accordance with the Qualification Challenge Provider's Supplemental Rules, within the time and in the amount required.

(ii) A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected by the Qualification Challenger, shall pay the Provider one-half the fixed fee for a three-member Panel. See Paragraph 5(c). In all other cases, the Qualification Challenger shall bear all of the Provider's fees, except as prescribed under Paragraph 19(e).

b. No action shall be taken by the Qualification Challenge Provider on a complaint until it has received from Qualification Challenger the fee in accordance with Paragraph 19(a)(i).

c. For fees owed by the Qualification Challenger in accordance with Paragraph 19(a)(i), if the Qualification Challenge Provider has not received the fee within ten calendar days after receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

d. For fees owed by the Respondent in accordance with Paragraph 19(a)(ii), if the Qualification Challenge Provider has not received the fee within ten calendar days after forwarding the complaint to the Respondent, Respondent shall be deemed to have defaulted. See Paragraph 14.

e. In exceptional circumstances, for example in the event an in-person hearing is held, the Qualification Challenge Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. Exclusion of Liability.

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

21. Amendments.

The version of these Qualification Challenge Rules in effect at the time of the submission of the complaint to the Qualification Challenge Provider shall apply to the administrative proceeding commenced thereby. These Qualification Challenge Rules may not be amended without the express written approval ICANN, which shall not be unreasonably withheld.

Administrative proceedings for the resolution of disputes under the Qualification Challenge Policy adopted by ICANN shall be governed by these Qualification Challenge Rules and also the Supplemental Rules of the Qualification Challenge Provider administering the proceedings, as posted on its site.

1. Definitions. In these Rules:

"Registered Item" means a Registered Name or a Standard Defensive Registration as defined in the Registry Agreement between the Registry Operator and ICANN.

"Registration Requirements" means the requirements for registration of a Registered Item as established in or according to Appendix L to the Registry Agreement between ICANN and the Registry Operator.

"ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

"Mutual Jurisdiction" means a court jurisdiction at the location of either (a) the principal office of the Registrar, (b) New York, U.S.A., or (c) the Registered Item holder's address as shown for the registration of the Registered Item in Registry Operator's Whois database at the time the complaint is submitted to the Qualification Challenge Provider.

"Qualification Challenge Provider" means a dispute-resolution service provider that is approved by ICANN upon consultation with Registry Operator. A list of such Providers appears at <<http://www.icann.org/dndr/proqcp/approved-providers.htm>>.

"Standard Defensive Registration" has the meaning set forth in section 2.5 of Appendix L of the Registry Agreement between ICANN and the Registry Operator.

"Registry Operator" means the entity that, pursuant to a Registry Agreement with ICANN, operates the registry for the .pro TLD.

"Supplemental Rules" means the rules adopted by the Qualification Challenge Provider and approved by ICANN administering a proceeding to supplement these Qualification Challenge Rules. Supplemental Rules shall not be inconsistent with the Qualification Challenge Policy or these Qualification Challenge Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Qualification Challenge Provider and the Panel, and the form of cover sheets.

3. The Complaint.

b (xiv) Conclude with the following statement followed by the signature of the Qualification Challenger or its authorized representative:

"Qualification Challenger agrees that its claims and remedies concerning the registration of the Registered Item or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Qualification Challenge Provider and

Panellist(s), except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) ICANN, as well as their directors, officers, employees, and agents."

4. Notification of Complaint.

d. The Qualification Challenge Provider shall immediately (and in no event later than within three calendar days) notify the Qualification Challenger, the Respondent, the concerned Registrar(s), the Registry Operator, and ICANN of the date of commencement of the administrative proceeding. The Registrar shall place the Registered Item on Registrar Lock (whereby such Registered Item cannot be transferred to another holder or another registrar during the course of these proceedings). Registrar shall notify Registry Operator immediately (and in no event later than within three (3) calendar days) upon executing Registrar Lock.

16. Communication of Decision to Parties.

a. Within three calendar days after receiving the decision from the Panel, the Qualification Challenge Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), Registry Operator, and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, Registry Operator, and ICANN the date for the implementation of the decision in accordance with the Policy.

21. Amendments.

The version of these Qualification Challenge Rules in effect at the time of the submission of the complaint to the Qualification Challenge Provider shall apply to the administrative proceeding commenced thereby. These Qualification Challenge Rules may not be amended without the express written approval ICANN, which shall not be unreasonably withheld.

**Draft Decision Report
on
Electronic Addressing Plan**

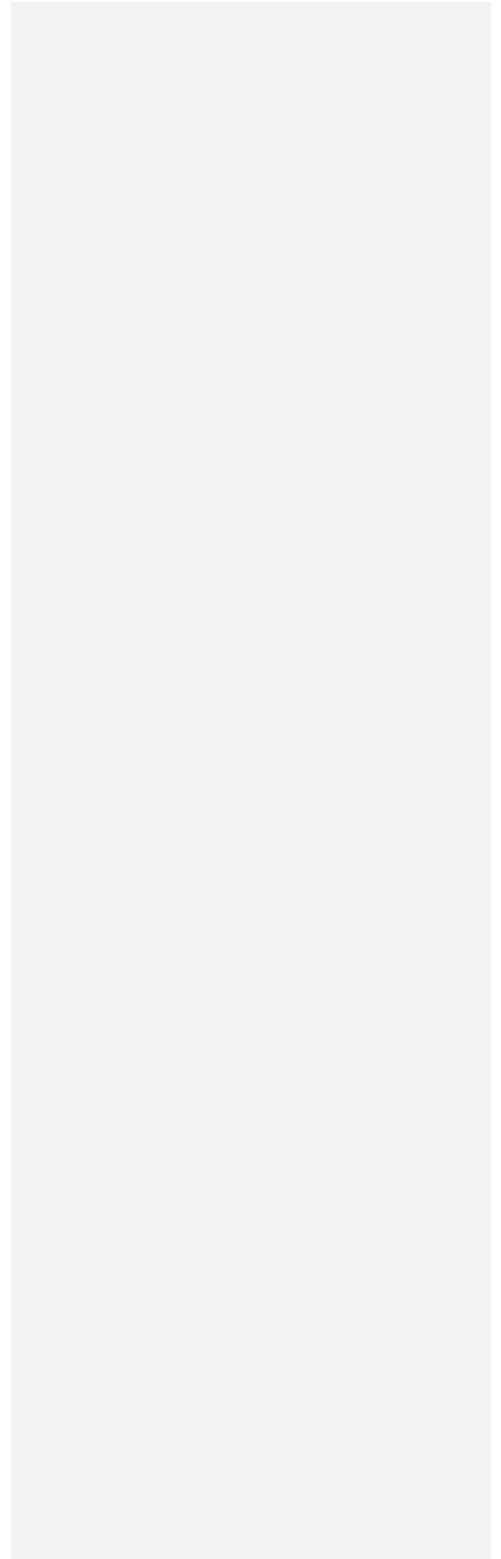
(Track Change Version V1)

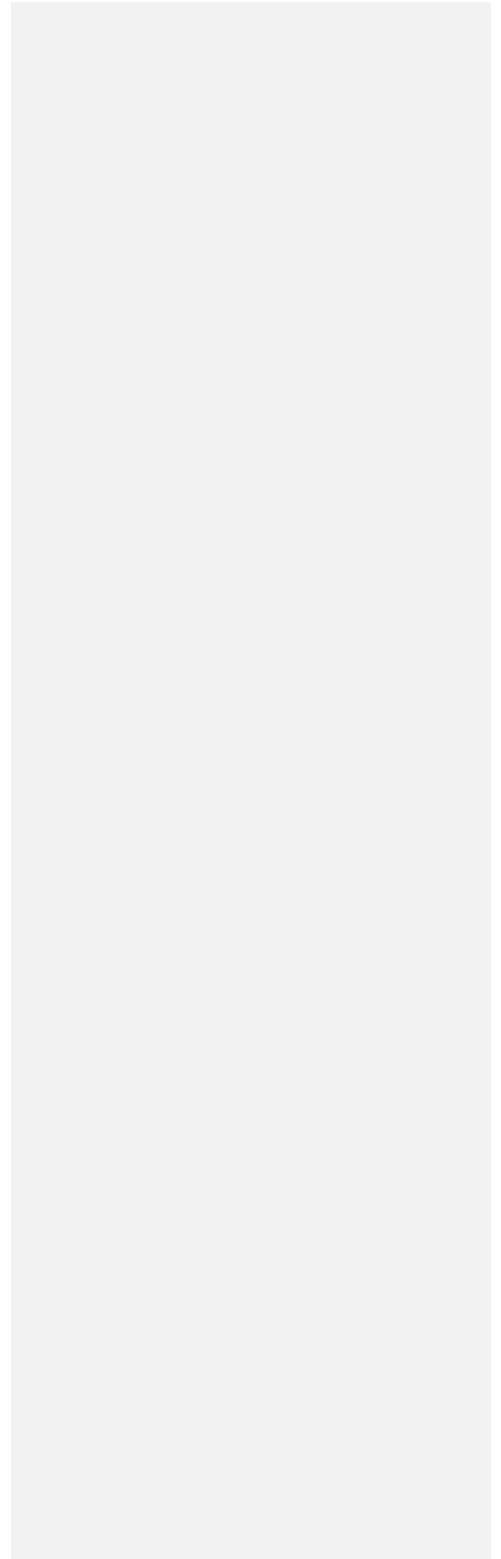
DATED AS OF: October 2018

PREPARED BY



Posts and Telecommunications Department
Ministry of Transport and Communications
The Republic of the Union of Myanmar





Myanmar Electronic Addressing Plan

Final Draft

Section I – Title, Extent, Commencement, Variation & Legal Effect

1. Short title, extent and commencement:

- a. This Directive shall be called "Myanmar Electronic Addressing Plan" or in short "Electronic Addressing Plan".
- b. The Directive shall cover application for and use of Electronic Addresses, i.e. IP Addresses, Autonomous System Numbers (ASN) and Domain Names. This Directive shall further set the framework conditions for agencies that assigns domain names under the ".mm" country code Top Level Domain (ccTLD) assigned to the Republic of the Union of Myanmar.
- c. This Directive shall come into effect from the date it is issued and shall continue for such time until revised, varied or replaced by the Department.

2. Variation & Revocation:

The Department may at any time review, add to, vary or revoke this Directive in whole or in parts in accordance with the provision of Chapter 7 of the Law

3. Legal effect of this Directive:

- a. This Directive shall be applicable for all Licensee, all Registrars and all persons and entities which are entitled to apply for and to use Electronic Addresses, IP Addresses, Autonomous System Numbers (ASN) and Domain Names.
- b. If any provision of this Directive is held to be unlawful, all other provisions will remain in full force and effect.

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Section II – Definitions

4. Definitions: In this Directive, unless the context otherwise requires:

- a. **“.mm” Country Code Top Level Domain** or **“.mm” ccTLD** means the ccTLD “.mm” which has been designated in ISO 3166-1 to the Republic of the Union of Myanmar.
- b. **“.mm” Domain Name** means a Domain Name under the “.mm” ccTLD.
- c. **“Address”** means a string or combination of digits and symbols that identifies an instance in the Internet.
- d. **“Asia-Pacific Network Information Center”** or **“APNIC”** means the Regional Internet **Registry** administering IP Addresses for the Asia Pacific.
- e. **“ASN Assignment Holder”** means a person or an entity in the Republic of the Union of Myanmar which was assigned one or several ASN.
- f. **“Application Service”** shall have the meaning as defined in the Licensing Rules.
- g. **“Autonomous System”** or **“AS”** means one or a group of IP networks operated by one or more network operators that has a single and clearly defined external routing policy.
- h. **“Autonomous System Number”** or **“ASN”** means a unique two-byte or four-byte number associated with an Autonomous System (“AS”). The ASN is used as an identifier to allow the AS to exchange dynamic routing information with other Autonomous Systems. ASN are allocated to regional Registries by the IANA, which is APNIC for the Asia-Pacific region.
- i. **“Complainant”** means a third party that lodges a complaint against a Respondent in accordance with a specific dispute resolution process the **Registrant** is subject to.
- j. **“Country Code Top Level Domain”** or **“ccTLD”** means a domain in the top level of the global DNS assigned according to the two-letter codes as defined in the ISO 3166-1 Standard “Codes for the Representation of Names of Countries and Their Subdivisions – Part 1: Country codes”.
- k. **“Department”** means the Posts and Telecommunications Department under the Ministry.
- l. **“Domain Name”** means a Name which enables a user of the Internet to access an entity

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Deleted: <#> **“Applications Service Provider”** means a Licensee holding an Application Service License pursuant to Section 8 of the Licensing Rules and providing an Application Service.¶
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in the Internet

- m. **“Domain Name System”** or **“DNS”** means the hierarchical naming system built on a distributed database for computers, services, or any resource connected to the Internet, associating various information with Domain Names assigned to each of the participating entities including but not limited to translation of Domain Names meaningful to humans into the numerical identifiers associated with networking equipment for the purpose of locating and addressing these devices worldwide.
- n. **“Electronic Address”** means either IP Addresses, Autonomous System Numbers (ASN) consisting of a sequence of numbers or Domain Names consisting of a name or a sequence of numbers. IP Addresses operate with the Internet Protocol (IP), ASN operate with Border Gateway Protocols (BGP) and Domain Names operate with DNS Protocols to locate devices or groups of devices in the internet.
- o. **“Internationalized Domain Name”** means a Domain Name that contains at least one label that is represented, in whole or in part, in a language-specific script or alphabet, such as Arabic, Chinese, Cyrillic, Myanmar, Tamil, Hebrew or the Latin alphabet-based characters with diacritics or ligatures, such as French.
- p. **“Internet”** means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardized communication protocols.
- q. **“Internet Assigned Numbers Authority”** or **“IANA”** means a function of ICANN responsible for the allocation of globally unique names and numbers that are used in Internet Protocols including but not limited to Generic Top Level Domain Name (gTLD), Sponsored (sgTLD), Internationalized Domain Names (IDN).
- r. **“Internet Corporation for Assigned Names and Numbers”** or **“ICANN”** means a nonprofit private corporation that oversees global IP Address allocation, autonomous system number allocation, root zone management in the Domain Name System (DNS), media types, and other Internet Protocol-related symbols and Internet number.
- s. **“Internet Protocol”** or **“IP”** means a set of rules governing the format of data sent over the Internet or other networks.

Deleted: which operates using the Internet Protocol to locate devices.

Deleted: the World Wide Web

Deleted: the signaling layer in the global Internet

- t. **"IP Address"** means a number identifying each sender or receiver of information sent across the Internet using the Internet Protocol. Two versions of IP Addresses are differentiated:
- i. **"Internet Protocol version 4 Address"** or **"IPv4 Address"** means an IP Address used in the Internet Protocol version 4 which uses 32-bit Addresses.
 - ii. **"Internet Protocol version 6 Address"** or **"IPv6 Address"** means an IP Address used in the Internet Protocol version 6 which uses 128-bit Addresses.
- u. **"IP Address Assignment Holder"** means a person or an entity in the Republic of the Union of Myanmar which was assigned one or several IP Addresses.
- v. **"ISO 3166"** means the international standard "Codes for the Representation of Names of Countries and Their Subdivisions" maintained by the ISO 3166 Maintenance Agency.
- w. **"ISO 3166-1"** means the part "Country Codes" of the ISO 3166.
- x. **"Law"** means the Telecommunications Law of the Republic of the Union of Myanmar, 2013.
- y. **"Licensee"** shall have the meaning as defined in the Law and in the Licensing Rules.
- z. **"Ministry"** means the Ministry of Transport and Communications (MOTC) of the Republic of the Union of Myanmar.
- aa. **"Name"** means the human recognizable format of identifying an Electronic Address usually comprise words and/or alphabets.
- bb. **"Name Server"** means a server in the Internet which resolves a Domain Name to a physical IP Address.
- cc. **"Primary Name Server"** means a Name Server which provides the authoritative resolution of a Domain Name to a physical IP Address for a particular level in the Domain Name hierarchy.
- dd. **"Provider or Center"** means Domain Name Dispute Resolution Provider or Centre ("Provider" or "Centre") for ".mm" ccTLD as defined in Clause 24.
- ee. **"Registered Data"** means data regarding the Registrant and Registrant's enterprise required in connection with applications and notices of modification.

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ff. **“Registrar”** means any one of the Registers established or maintained by the Department for the purposes of Chapter 7 of the Law.

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gg. **“Registrant”** means a person or an entity who or that has registered a “.mm” Domain Name.

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hh. **“Registrar”** means a person or an entity that has made an agreement with a Registry for the right to send in applications and notices of modification to the Registry on behalf of Registrants or for holders of domains under the “.mm” ccTLD.

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ii. **“Registry”** means an entity that by agreement with the Department or by authorization of the Department is entitled to assign domain names under the “.mm” ccTLDs.

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jj. **“Second Level Domain Name”** means a Name at the second level of the global Domain Name hierarchy.

kk. **“Secondary Name Server”** means a Name Server which provides redundancy to the Primary Name Server, which can be queried if an instance of the Internet is unable to reach the Primary Name Server.

ll. **“Third Level Domain Name”** means a Name at the third level of the global Domain Name hierarchy.

mm. **“WHOIS”** means a query and response protocol that is widely used for querying databases that store registered users or assignees of Domain Names.

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Section III – IP Addresses

5. Provision of IP Addresses:

- a. IP Addresses shall be obtained from the APNIC following its open assignment policies or through holders of IP Address assignments located in the Republic of the Union of Myanmar subject to conditions set out in this Directive.
- b. IP Address assignment holders
 - i. which are incorporated in the Republic of the Union of Myanmar under the relevant law as Myanmar or Foreign Company; or
 - ii. who are permanent residents in the Republic of the Union of Myanmar; and
 - iii. who have been issued with IP Addresses by APNIC;

shall within thirty (30) working days after IP Addresses were assigned to this IP Address Assignment Holder submit required information as specified by the Department from time to time in accordance with Clause 7a to the Department manually or electronically or as otherwise directed by the Department.

- c. All IP Address Assignment Holders shall be entitled to provide these IP Addresses to third parties on a permanent basis (e.g. fixed IP Address) for use in the Republic of the Union of Myanmar.
- d. The provision of IP Addresses by IP Address Assignment Holder to third parties shall be conducted in a fair, reasonable, equitable and non-discriminatory manner and third parties shall be assigned with unique public IP Addresses. In case IP Address Assignment Holders define roles and responsibilities in relation to use of provisioned IP Addresses, then these roles and responsibilities shall be fair, reasonable, equitable and non-discriminatory.

6. Conditions of Use:

- a. Notwithstanding anything to the contrary in any conditions of use imposed by APNIC, the holder of any IP Addresses shall comply with the following conditions of use as set out in Clause 6b subject but not limited to any other conditions referred in this Direction.

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b. The use of any IP Address shall be subjected to the following conditions:

- i. The use of any IP Address shall be subject to this Directive;
- ii. The IP Addresses issued shall not be charged, sold, auctioned, traded or transferred otherwise than as permitted under this Directive;
- iii. Comply with the conditions imposed by APNIC to the extent that they are not contrary to the conditions of this Directive, the Law and any other laws, rules and regulation as the case may be; and
- iv. IP Addresses that have been issued to third parties shall not be suspended or cancelled by the provider except:

- (a) where the end-user has not complied with defined roles and responsibilities of the IP Address Assignment Holder to which the IP Addresses relate, including timely payment of charges associated with the service;
- (b) in compliance with instructions from the Department; or
- (c) upon the third party's request.

7. Retention of Information:

- a. IP Address Assignment Holder shall keep or retain the following information:
 - i. the IP Address Assignment Holder's use of IP Addresses issued by APNIC;
 - ii. the assigned IP Addresses; and
 - iii. the identity of each third party the IP Address Assignment Holder issued IP Addresses to.
- b. The Department may request IP Address Assignment Holder to submit information in accordance with Clause 7a to the Department manually or electronically or as otherwise directed by the Department.

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Section IV - Autonomous System Numbers (ASN)

- 8. Provision of ASN:** ASN used in the Republic of the Union of Myanmar shall be obtained from APNIC following its open assignment policies subject to conditions set out in this Directive or the Department otherwise determines.

Section V - Domain Names

9. No Retrospective Effect:

- a. The provisions of this Section shall not have retrospective effect and shall not nullify any valid Domain Names which have been assigned prior to the effective date of this Directive in accordance with Clause 1c of this Directive, unless the assignment was obtained dishonestly or in bad faith.
- b. Valid Domain Names assigned prior to the effective date of this Directive shall be protected for the period of one years after designation of a Registry. It shall be the responsibility of the Registry which is determined by the Department in accordance with Clause 10c of this Directive to electronically contact the holder of valid Domain Names assigned prior to the effective date of this Directive not later than nine months after its determination as Registry to inform the holders of Domain Names assigned prior to the effective date of this Directive that they shall reregister the Domain Names within one year of the designation of the Registry.
- c. The Registry shall provide with its electronic information to holder of Domain Names assigned prior to the effective date of this Directive the examples of at least two Registrars which they could use for the reregistration process.
- d. The Registry shall send electronically on a monthly basis the electronic information to the holder of Domain Names registered prior to the effective date up to one year after designation of the Registry unless the holder of Domain Names registered prior to the effective date of this Directive has reregistered the Domain Names.
- e. If the holder of Domain Names registered prior to the effective date of this Directive has not reregistered the Domain Names registered prior to the effective date of this Directive within one year from designation of the Registry, then the Registry shall suspend the Domain Names. The suspended Domain Names shall be reserved for a period of three months after suspended and the holder of Domain Names registered prior to the effective date of this Directive shall be permitted to reregister the Domain Names within these three months the Domain Names are reserved.
- f. If the holder of Domain Names registered prior to the effective date of this Directive does

not reregister within the period of one year and three months from the date of designation of the Registry then the Registry shall cancel and delete the Domain Names registered prior to the effective Date of this Directive and the Domain Names shall be open for registration by any third party subject to the Clauses 12, 13, 14, 16 and 17.

10. Duties of the Department:

- a. In accordance with ISO 3166-1 which designates the “.mm” ccTLD to the Republic of the Union of Myanmar and in accordance with Chapter 7 of the Law, the Department shall direct rules and regulation on allocation and usage of the “.mm” ccTLD and all Domain Names under the “.mm” ccTLD.
- b. Apart from the “.mm” ccTLD Domain Names applied for and/or already in existence the Department may, from time to time, determine rules for the assignment of Domain Names under the “.mm” ccTLD. Rules for assignment of Domain Names shall be subject to public consultation and shall be designed that they ensure high technical quality, are non-discriminatory, promote predictability, protect personal data and consumer interests, promote the interests of Internet users, individually and as a group, and promote national interests and allow for international developments in the Internet.
- c. The Department may determine from time to time a third party to operate and administer the “.mm” ccTLD which shall not be entitled to act as a Registrar. The Department may define the conditions to be met by the Registry and may issue a public call for tender in order to designate the Registry.
- d. The activities of the Registry shall be subject to authorization by the Department. The authorization shall be for a specific time period and may be subject to renewal. The Registry shall not transfer its activities to another entity without prior approval by the Department.
- e. The Department may amend the provisions of the authorization of the Registry or contract with the Registry prior to expiry if there is a change in circumstances or in the law and such amendment is necessary to protect overriding public interests.
- f. The Department shall exercise supervision of the Registry to ensure compliance with the Law and this Directive.

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- g. If the Registry fails to satisfy the requirements of the Law or this Directive, then the Department may order the Registry to remedy unlawful conditions or may order operations to cease within a specified time limit.
- h. If the Registry terminates its registration activities, whether voluntarily or by order pursuant to this Directive, or for other reasons, all Registered Data shall be transferred to the Department or to a new Registry.
- i. The Registry's duties may be taken over by the Department until a new Registry is established. In this case, the Department shall take over the Registered Data free of charge and shall in turn transfer these data to the new Registry free of charge.
- j. The Department shall decide whether operations in the interim period shall take place in accordance with the rules of the Registry being terminated, and the rules concerning the complaints board, or whether new rules shall be adopted.
- k. The Department may from time to time appoint Registrars. The Registry shall delegate parts of the registration process in accordance with Clause 20, 21, 23 and 25 , including forwarding applications and alteration notices on behalf of applicants for, and Registrants of, Domain Names, to the Registrars.

11. Rights and Obligations of the Registry

- a. The Registry's duties shall include but shall not be limited to the following.
 - i. The Registry shall install, manage and update the technical infrastructure required for the allocation and management of the “.mm” ccTLD while taking the necessary precautions to ensure reliability, accessibility, availability, security and operability of the infrastructure;
 - ii. The Registry shall provide reliable and professional operation of the Domain Name System within the “.mm” ccTLD in accordance with the applicable technical standards;
 - iii. The Registry shall manage domain names within the national country code domain and shall implement rules for assignment of Domain Names under the “.mm” ccTLD as directed by the Department;

iv. The Registry shall install, administer and update a central public database providing any interested persons with guaranteed real-time access to information about domain name holders while taking necessary precautions to ensure reliability, accessibility, availability, security and operability of the infrastructure;

v. The Registry shall ensure that the infrastructure in accordance with Clause 11ai and 11aiv conforms to the state of the art and is compatible with international standards used for the domain name system; and

vi. The Registry shall in the context of its duties to allocate and manage domains, work towards the stability of the Domain Name System.

b. The Registry shall promote competition between Registrars by granting all Registrars the same terms and treating Registrars in a non-discriminatory manner.

c. The Registry may charge a fee to the Registrars. Fees charged by the Registry to Registrars shall be fair, based on costs and approved by the Department.

d. The terms of the standard contract between the Registry and the Registrars shall be non-discriminatory and may be reviewed by the Department from time to time.

e. The Registry shall ensure that electronic copies are kept of all Registered Data, for at least five years.

f. The Registry shall safeguard privacy of personal information regarding Registrants of Domain Name in accordance with national data protection laws, once effective.

g. The Registry shall be responsible to incorporate all Registered Data in accordance with Clause 9, Clause 10h and Clause 10i of Domain Name Registrations prior to date of appointment of the Registry into the Registry.

12. Categories of “.mm” ccTLD: Domain Names under the “.mm” ccTLD may comprise any alphanumeric character and multilingual characters. Domain Names under the “.mm” shall be categorized as follows:

a. **“Second Level “.mm” Domain Names”** are Second Level Domain Names under the “.mm” ccTLD open to all eligible parties;

b. **“Third Level “.mm” Domain Names”** are Third Level Domain Names under Second Level

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“.mm” Domains open to all users;

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c. “**Internationalized “.mm” Domain Names**” are Internationalized Second Level Domain Names which are open to all user once the Department unreserved them;

d. “**Reserved Second Level “.mm” Domain Names**” are Second Level “.mm” Domain Names which are reserved by the Department from time to time for specific usage or for specific user pursuant to Clause 13 of this Directive; and

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e. “**Sensitive Second Level “.mm” Domain Names**” are Second Level “.mm” Domain Names which contain Sensitive Names pursuant to Clause 15 of this Directive. Sensitive Names may be exempted by the Department from time to time from usage.

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13. Reserved Second Level “.mm” Domain Names:

a. The following Second Level “.mm” Domain Names shall be reserved for special usage:

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i. “.com.mm” shall be reserved for commercial organizations or activities;

ii. “.biz.mm” shall be reserved for commercial organizations or activities;

iii. “.net.mm” shall be reserved for commercial organizations or activities;

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iv. “.pro.mm” shall be reserved for commercial organization or activities;

v. “.org.mm” shall be reserved for non-profit or charitable organizations or activities which do not qualify for other categories;

vi. “.edu.mm” shall be reserved for educational institutions of the Republic of the Union of Myanmar;

vii. “.name.mm” shall be reserved for Myanmar individual’s personal use;

viii. “.per.mm” shall be reserved for Myanmar individual’s personal use;

ix. “.gov.mm” shall be reserved for government departments or agencies; and

x. “.hluttaw.mm” shall be reserved for the Parliament of the Republic of the Union of Myanmar reflecting the threefold Parliament Structure of the national Parliament consisting of Pyidaungsu Hluttaw, Pyithu Hluttaw, Amyotha Hluttaw and the State & Region Hluttaw.

b. The following Second Level “.mm” Domain Names shall be reserved and shall not be available for registration until the Department has unreserved the same. The Department may amend the following listed Third Level “.mm” Domain Names from time to time.

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i. “.info.mm”;

ii. “.shop.mm”;

iii. “.taxi.mm”;

iv. “.museum.mm”; and

v. “.aero.mm”;

vi. Any other Name approved by ICANN or by the Department.

c. Internationalized “.mm” Domain Names shall be reserved and shall not be available for registration until the Department has unreserved the same.

d. Upon the release of the reservation by the Department of the Second Level “.mm” Domain Names pursuant to Clause 13b, the Department may specify the purpose, for which the Second Level “.mm” Domain Names within each Second Level “.mm” Domain Names can be used, the eligibility criteria for a Registrant and/or such other relevant matters.

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14. Principally Reserved Names: The following Names shall be reserved and shall not be available for registration for the public:

a. **Country / State / Province / District / City / Town / Village Tract / Ward / Village Name and related short codes as for example YGN for :** Names by themselves containing country or state or province or district or city or town or village tract or ward or village Names or well-known Names such as “Myanmar”, “Shan”, “Mandalay”, “Inle Lake”, etc. or the Myanmar language equivalents shall be reserved. Related Domain Names may only be applied for by the relevant authority, or persons who have been duly authorized by the relevant state authority.

b. **Names related to the Government of the Republic of the Union of Myanmar and related short codes and abbreviations** such as “Ministry of Transport and Communications” with the short code MOTC, and variations thereof or any other words or non-Latin characters (or a combination of such non-Latin characters) that may suggest a link to the

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Government, or the Myanmar language equivalents shall be reserved.

- c. **Names related to Religions:** Names by themselves containing words in either English or Myanmar language, that are sensitive to the main religions in Myanmar such as "Buddha", "Buddhism", "Hindu", "Islam", "Christianity", etc. shall be reserved.
- d. **Names related to Banks or Finance Companies including short codes** by themselves or as part of a label, contains the words "bank" or "finance company" (or any derivative of the words in any language) shall be reserved. Only parties who have prior written approval from Central Bank of Myanmar may apply for these Domain Names.
- e. **Geographical Names including short codes** by themselves containing Names, in English or Myanmar language of inter-governmental organizations or country Names shall be reserved.
- f. **Regulated Names including short codes:** Regulated Names means Names prescribed by statute which may only be used subject to the necessary qualifications, consents, licenses and / or permissions having been obtained from the relevant government ministry, department, agency or regulatory authority, as may be applicable to the Registrar. Government agencies and / or regulatory authorities shall be able to request the de-registration or suspension of certain ".mm" Domain Names that fall within their jurisdiction and are in breach of a statutory provision of the law. The requests made shall be based on the requesting party's legal authority and shall subject to the oversight of the Department.
- g. **Trademark Names:** The Third Level ".com.mm", ".biz.mm", ".pro.mm", ".net.mm", ".org.mm" or ".edu.mm" Domain Names containing Trademark Names registered under the Myanmar Trademark Law, once it is effective, or any subsequent law of the Myanmar Trademark Law, or any bylaw, rules and regulations of the Trademark Law shall be reserved for the owner of the Trademark unless the Third Level ".com.mm", ".biz.mm", ".pro.mm", ".net.mm", ".org.mm" or ".edu.mm" Domain Names containing a Trademark were already registered by a third party prior Trademark Name registration under the Myanmar Trademark Law.

15. Sensitive Names means Names which may be considered scandalous, obscene, offensive,

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indecent and/or contrary to public norms of the Republic of the Union of Myanmar, or Names which give the connotation that such Names are directly or indirectly obscene and scandalous. For the purpose of interpretation, a Name shall be considered to be:

- a. “**obscene**” where it relates to a perversion of sex or sexual activities running counter to accepted standards of morals;
- b. “**offensive**” where it hurts the feelings of groups within the society, including but not limited to, where it comprises of derivatives and colloquialisms of words that are offensive, including:
 - i. derogatory terms referring to people;
 - ii. racial or ethnic slurs;
 - iii. religious slurs;
 - iv. sneering sexual (identity/preference) remarks;
 - v. undesirable reference towards culture, society or community;
 - vi. vulgar or crude expressions that refer to the anatomy, bodily function, body by-products and gender.

16. Validity of Domain Names:

- a. All Domain Names shall be valid for one (1) year from the date of registration and may be renewed annually or any other period that may be determined from time to time by the Department.
- b. Renewal of the registration is subject to the Registrant continuing to meet the eligibility criteria pursuant to Clauses 18c, 18d, 18g, 18h, 18i, or 18j of this Directive and subject to conditions of registration.

17. Eligible Domain Names under the “.mm” ccTLD:

- a. A Domain Name under the “.mm” ccTLD may comprise any alphanumeric character and multilingual characters such as Myanmar language script character.
- b. All ASCII “.mm” Domain Names shall:

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- i. be at least 2 (two) character long, but subject to such length as may be technically feasible;
 - ii. contain only letters (a-z), numbers (0-9) and hyphens (-), or a combination of these; and
 - iii. start and end with a letter, not a hyphen.
- c. All non-ASCII “.mm” Domain Names shall:
- i. be at least (two) 2 characters long but subject to such length as may be technically feasible;
 - ii. contain only Myanmar script character, numbers (0-9) and hyphens (-), or a combination of these; and
 - iii. start and end a Myanmar script character, not a hyphen.

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18. Eligibility Criteria for the Assignment of Domain Names under the “.mm” ccTLD:

- a. All applicants shall either be Myanmar entities or individuals, or foreign entities or individuals with valid proof of identification and valid addresses in the Republic of the Union of Myanmar as defined under the eligibility criteria for Second Level “.mm” Domain Name registrations pursuant to Clause 18c.
- b. All applicants shall either be Myanmar entities or in the case of natural persons, at least permanent residents of the Republic of the Union of Myanmar as defined under the eligibility criteria for each Third Level Domain Name Registrations pursuant to Clauses 18d - 18j.
- c. To be eligible for being assigned a Second Level “.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the following criteria:
- i. An individual of eighteen (18) years of age or above and holder of a valid passport or national identity card of the Republic of the Union of Myanmar;
 - ii. An individual of eighteen (18) years of age or above living outside of the Republic of the Union of Myanmar and holding a valid passport or national identity card of the Republic of the Union of Myanmar;

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- iii. A foreign individual of eighteen (18) years of age and above holding a valid passport with proof of residence in the Republic of the Union of Myanmar;
- iv. A Foreign or Myanmar company incorporated under the relevant law of the Republic of the Union of Myanmar;
- v. A Regional Office registered under the relevant law of the Republic of the Union of Myanmar;
- vi. A society registered pursuant to the relevant law of the Republic of the Union of Myanmar;
- vii. A foreign embassy;
- viii. A foreign office approved by the Ministry of Foreign Affairs;
- ix. A professional firm, such as law, audit, architect and real estate firms registered under the relevant law of the Republic of the Union of Myanmar either with or established in accordance with the respective statute or body governing that professional firm;
- x. A statutory body or organization established in the Republic of the Union of Myanmar pursuant to statute;
- xi. A trade union established pursuant to the relevant law of the Republic of the Union of Myanmar;
- xii. Religious entities approved or accredited or registered by relevant bodies in the Republic of the Union of Myanmar;
- xiii. Myanmar government aided primary and/or secondary schools (including vocational schools);
- xiv. Universities under the administration of the Ministry of Education of the Republic of the Union of Myanmar;
- xv. Private schools and private higher educational institutions established or licensed pursuant to the relevant law of the Republic of the Union of Myanmar;
- xvi. Educational institutions accredited / registered by a relevant government

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department/agency of the Republic of the Union of Myanmar; or

xvii. A ministry, a government department or agency, a state government department or agency, or a local authority department or agency of the Republic of the Union of Myanmar.

d. To be eligible for being assigned a Third Level “.biz.mm”, “.com.mm”, or “.net.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the criteria of Clause 18di - 18dvi and the criteria of Clause 18dvii and Clause 18dviii:

- i. A Foreign or Myanmar company incorporated under the relevant law of the Republic of the Union of Myanmar;
- ii. A Regional Office registered under the relevant law of the Republic of the Union of Myanmar;
- iii. A professional firm, such as law, audit, architect and real estate firms registered under the law of the Republic of the Union of Myanmar either with or established in accordance with the respective statute or body governing that professional firm;
- iv. A foreign office approved by the Ministry of Foreign Affairs of the Republic of the Union of Myanmar;
- v. A statutory body or organization established in the Republic of the Union of Myanmar pursuant to statute; or

vi. The owner of a Trademark registered in the Republic of the Union of Myanmar; and

vii. The Domain name in the “.biz.mm”, “.com.mm”, or “.net.mm” Domain shall:

- a) exactly match, acronym or abbreviation of the Registrant’s company or trading name, organization or association name or trademark; or
- b) be otherwise closely and substantially connected to the Registrant.

viii. Registrations in the “.biz.mm”, “.com.mm”, or “.net.mm” Domain shall be used or intended to be used primarily for bona fide business or commercial purposes. Bona fide business or commercial use shall mean the bona fide use or bona fide intent

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to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS to exchange goods, services, or property of any kind in the ordinary course of trade or business, or to facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

e. To be eligible for being assigned a Third Level “.pro.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the criteria of Clause 18ei - 18eiv and the criteria of Clause 18ev and Clause 18evi:

- i. A Foreign or Myanmar company incorporated under the relevant law of the Republic of the Union of Myanmar;
- ii. A Regional Office registered under the relevant law of the Republic of the Union of Myanmar; or
- iii. A foreign office approved by the Ministry of Foreign Affairs of the Republic of the Union of Myanmar; and
- iv. A professional firm, such as law, audit, architect and real estate firms registered under the law of the Republic of the Union of Myanmar either with or established in accordance with the respective statute or body governing that professional firm;
- v. The Domain name in the “.pro.mm” Domain shall:
 - a) exactly match, acronym or abbreviation of the Registrant’s company or trading name, organization or association name or trademark; or:
 - b) be otherwise closely and substantially connected to the Registrant.
- vi. The Domain name fulfills the requirement of Clause 18dviii.

f. To be eligible for being assigned a Third Level “.org.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the following criteria:

- i. A foreign embassy;
- ii. A trade union established pursuant to the relevant law of the Republic of the Union

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<#>A professional firm, such as law, audit, architect and real estate firms registered either with or established in accordance with the respective statute or body governing that professional firm;¶
<#>A statutory body or organization established in the Republic of the Union of Myanmar pursuant to statute;¶

of Myanmar;

- iii. Religious entities approved or accredited or registered by relevant bodies of the Republic of the Union of Myanmar;

g. To be eligible for being assigned a Third Level “.edu.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the following criteria:

- i. Myanmar government aided primary and/or secondary schools (including vocational schools);
- ii. Universities under the administration of the Ministry of Education of the Republic of the Union of Myanmar;
- iii. Private schools and private higher educational institutions established or licensed pursuant to the relevant law of the Republic of the Union of Myanmar; or
- iv. Educational institutions accredited/registered by a relevant government department/agency of the Republic of the Union of Myanmar; or

h. To be eligible for being assigned a Third Level “.name.mm” or “.per.mm” Domain Name under the “.mm” ccTLD, the applicant shall meet at least one of the criteria of Clause 18hi - 18hiii and the Criteria 18hiv;

- i. An individual of eighteen (18) years of age or above and holder of a valid passport or national identity card of the Republic of the Union of Myanmar;
- ii. An individual of eighteen (18) years of age or above living outside of the Republic of the Union of Myanmar and holding a valid passport or national identity card of the Republic of the Union of Myanmar; or
- iii. A foreign individual of eighteen (18) years of age and above holding a valid passport with proof of residence in the Republic of the Union of Myanmar;
- iv. Domain names in the “.name.mm”, or “.per.mm” Domain shall:
 - a) exactly match, acronym or abbreviation of the Registrant’s name; or
 - b) be the name of a fictional character in which the Registrant have trademark or service mark rights; or:

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<#>Private schools and private higher educational institutions established or licensed pursuant to the relevant law; ¶
<#>Educational institutions accredited/registered by a relevant government department/agency; or ¶
<#>A ministry, a government department or agency, a state government department or agency, or a local authority department or agency. ¶

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b) be otherwise closely and substantially connected to the Registrant.

i. To be eligible for being assigned a Third Level “.gov.mm” Domain Name under the “.mm” ccTLD, the applicant shall provide a recommendation letter from the Ministry and shall meet at least one of the following criteria:

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- i. A ministry of the Republic of the Union of Myanmar;
- ii. A government department or agency of the Republic of the Union of Myanmar;
- iii. A state government department or agency of the Republic of the Union of Myanmar;
- iv. A local authority department or agency of the Republic of the Union of Myanmar; or
- v. A statutory body or organization established in the Republic of the Union of Myanmar pursuant to statute.

j. To be eligible for being assigned a Third Level “.hluttaw.mm” Domain Name under the “.mm” ccTLD, the applicant shall be a national Parliament of the Republic of the Union of Myanmar

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- i. Pyidauungsu Hluttaw;
- ii. Pyithu Hluttaw;
- iii. Amyotha Hluttaw or
- iv. a State or Region Hluttaw (Parliament) within the Republic of the Union of Myanmar.

k. The Department may amend the eligibility criteria pursuant to the Clauses 18c - 18j of this Directive from time to time.

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19. Assignment of Domain Names under the “.mm” ccTLD: All Domain Names under the “.mm” ccTLD are assigned by the Department directly or through the Registry to eligible parties pursuant to the Clauses 18c - 18j of this Directive. Parties are required to satisfy the eligibility criteria pursuant to the Clauses 18c - 18j of this Directive and such other criteria as may be specified by the Department.

20. Application for Registration of a Domain Name under the “.mm” ccTLD:

a. An application for the registration of a Domain Name under the “.mm” ccTLD shall be in the format as required by the Department or the Registry and shall be accompanied by at least the following information (“Registered Data”) or as otherwise specified by the Department or the Registry:

- vii. the applicant’s name, postal address, e-mail address, telephone number, and if available, fax number;
- viii. the name of the person authorized by the applicant for contact purposes in case the applicant is not a natural person;
- ix. the IP Addresses of the Primary Name Server and Secondary Name Server(s) for the Domain Name and the corresponding names of the Name Servers;
- x. name, postal address, e-mail address, telephone number, and, if available, fax number of:
 - (a) the technical contact for the Domain Name;
 - (b) the administrative contact for the Domain Name;
 - (c) the billing contact for the Domain Name;
- xi. the relevant supporting documents to demonstrate the eligibility criteria for the Domain Name under which the assignment is applied for; and
- xii. any remark concerning the Domain Name which should appear in the WHOIS directory.

b. An application shall be deemed to have been made upon the Registrar receiving the completed application form with all the required Registration Data.

c. Applicants for registration of Domain Names under the “.mm” ccTLD shall furnish a personal statement affirming as a minimum that registration and use of the name applied for:

- i. is not contrary to the assignment rules;
- ii. is not contrary to national law

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- iii. does not conflict with the rights of a third party; and
- iv. does not unrightfully give the impression of pertaining to public administration or the exercise of public powers.
- d. The applicant shall grant the Department or the Registry in this personal affirmation the right to recall the assigned domain name if it is obvious that the assignment was contrary to Clause 20b.
- e. If a Registrant of a Domain Name owner does not pay the fees agreed to by contract with the Registrar or Registry, the domain name shall revert to the Registry.

21. Powers, Duties & Obligations of Registrars on Application:

- a. The Department may appoint from time to time one or more Registrars to assist the registration, billing and renewal of “.mm” Domain Names for and on behalf of the Department. With appointment, Registrars shall enter into standard agreements with the Registry. The duties of the Registrar may include modification of registration data, cancellation or suspension of Domain Names and transfer of the Domain Names in accordance with this Clause 21 and with Clause 23 and 25.
- b. The Registrar may charge a fee for any applications for the registration, renewal, suspension, transfer and usage of a “.mm” Domain Name.
- c. The Registrar shall verify and register the “.mm” Domain Name applied for upon ensuring that the application complies with this Directive, the stipulated requirements of the Registrar and any other rules prescribed by the Department.
- d. A “.mm” Domain Name application shall be refused by the Registrar if:
 - i. the “.mm” Domain Name is reserved or contains Reserved Names pursuant to Clause 14 of this Directive;
 - ii. the “.mm” Domain Name contains Sensitive Names pursuant to Clause 15 of this Directive;
 - iii. the Domain Name is identical and registered by others;
 - iv. the applicant has not provided the necessary data in accordance with Clause 20a;

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- v. the applicant has not provided the personal statement in accordance with Clause 20c or Clause 23d; or
- vi. the applicant does not fulfill the eligibility criteria in accordance with Clause 18;
- e. If the application of a “.mm” Domain Name is refused, then the Registrar shall give written notice to the applicant of its decision and the reason(s) for such decision. Where the rejected applicant requests for additional information relating to the refusal, the Registrar may impose a fee prior to fulfilling such request.

22. Availability of Registration Data:

- a. Except for the supporting documents submitted or verified online, together with the relevant application form and in line with prevailing data protection law at all time, the Registration Data shall be available to the public and shall appear in the WHOIS directory which shall be accessible on-line unless the Department otherwise instructs.
- b. The Registrar shall submit electronically all relevant Domain Name Registration Data including documents submitted or verified online by the Registrant and the application form of the Registrant and all data in accordance with the processes defined in this Directive. The Registrar shall respect suitable data protection standards within the electronic submission process.

23. Rights and Obligations of Registrant & Registrars:

- a. **Conditions of Registration:** The Registrar shall ensure that the registration of any “.mm” Domain Name by a Registrant is subject to the following conditions:
 - i. the Registrant warrants that the Registration Data and all other information submitted for the application of registration is complete, true and accurate;
 - ii. the registration of the Domain Name is governed under the terms and conditions as contained in the Registration Agreement which shall be subject to approval by the Department; and
 - iii. the registration of the Domain Name follows any provision of the Law or any subsidiary legislation made under the Law in relation to the registration or any relevant other written laws.

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b. Incomplete, Incorrect or Inaccurate Information:

- i. The Registrar shall be authorized by the Department to set in place a process to receive and process complaints that have been lodged against any “.mm” Domain Name that are alleged to have been registered based on incomplete, incorrect or inaccurate information.
- ii. The Registrar may lock a Domain Name if the Registrar receives independent evidence or becomes aware with fulfilling its duties in accordance with Clause 23diii that the Registrant has provided incomplete, incorrect or inaccurate information during the registration, renewal or modification of the “.mm” Domain Name.
- iii. Where, in accordance with the process set in place under Clause 23bi by the Registrar, it is established that the Registrant has neglected, failed and/or refused to update or substantiate any type of license and/or authorization required from the relevant government ministry, department, agency or regulatory authority, the Registrar is authorized to suspend the relevant “.mm” Domain Name in accordance with the said process.
- iv. If the Registrar has locked or suspended a Domain Name under Clause 23bi or Clause 23bii, then the Registrar shall raise a complaint to the Panel under Clause 24aiii. If the Panel confirms that a Domain Name Registration or renewal was based on incomplete, incorrect or inaccurate information, then the Registrar shall cancel the registered Domain Name. The Registrar shall reserve the Domain Name for a period of six month in case of appeal and release it for registration by any third party after.

c. Modification of Registration Data:

- i. The Registrar shall provide Registrants the ability to modify their Registration Data subject to such verification procedures as may be put in place by the Registrar.
- ii. Modifications to the Registration Data which amount to a transfer of a Domain Name shall be done in compliance with Clause 25 of this Directive, failing which the Registrar may suspend and / or delete the Domain Name.

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d. **Renewal of Registration:**

- i. Registrants may apply to renew their “.mm” Domain Name registration with any Registrars upon the payment of a non-refundable renewal fee as prescribed by the Department or Registrars.
- ii. Registrants shall be informed electronically within the Renewal of the Domain Name Registration by the Registrar to ensure that their registration data remain accurate, complete and correct.
- iii. The Registrar shall carry out random checks on the veracity of the information provided by the Registrants from time to time.

e. **Cancellation or Suspension of a Registration:**

- i. The Registrar shall suspend a “.mm” Domain Name registration in any of the following circumstances:
 - (a) upon the breach of any condition or warranty contained in the registration agreement;
 - (b) upon failure to pay any fee or renewal fee in relation to the registration; or
 - (c) upon the contravention of any provision of the Law or any subsidiary legislation made under the Law in relation to the registration or any relevant written laws;

provided that any cancellation or suspension in the public interest shall only be carried out by the Department.

- ii. A Registrant affected by a deletion or suspension effected by the Registrar pursuant to Clause 23i may appeal to the Ministry in accordance with the provisions of the Act.

- f. **Prohibition on registering domain names for sole purpose of resale:** A Registrant shall not register a “.mm” ccTLD for the sole purpose of resale or transfer to another entity.

24. Domain Name Dispute Resolution Process (“DNDRP”) and Domain Name Dispute Resolution

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Provider or Centre ("Provider" or "Centre") for ".mm" ccTLD

- a. The Registry shall establish an independent Domain Name Resolution Provider or Center which may handle complaints within the DNDRP:
- i. from applicants against decisions of a Registrar on applications for of a Domain Name Registration in accordance with Clause 21d;
 - ii. from any third party against a Domain Name Registrations in accordance with Clause 23b of this Directive;
 - iii. from Registrars that a Domain Name has been registered in contravention of a personal affirmation in accordance with Clause 20ci, 20cii, 20ciii or Clause 23a;
 - iv. from a public agency or from any third party against a Domain Name Registration in accordance with Clause 20civ; or
 - v. from any third party against a Domain Name Registration in accordance with Clause 15.
- b. The Provider or Center established by the Registry shall comprise of at least five members with minimum ten years industry experience each with the following qualifications:
- i. at least one Linguist;
 - ii. at least one Legal Practitioner;
 - iii. at least one Information Technology Practitioner;
 - iv. at least one Expert of Regulated Names;
 - v. at least one Trade Mark Expert.
- c. The Registry shall develop and publish for the DNDRP policies and rules which shall be fully in line with ICANN's "Uniform Domain Name Dispute Resolution Policy" and "Rules for Uniform Domain Name Dispute Resolution Policy" and related supplemented policies and rules as provided in Annex 1 of this Directive amended with national particularities of the Republic of the Union of Myanmar in accordance with this Directive and with directions as provided by the Department in Annex 1. Registrars shall publish in their internet presence contact references to the Provider or Centre and shall establish online facilities

for applicants, Registrants, Registrars, public agencies and for the public to raise complaints in relation to Domain Names which shall be automatically submitted to the Provider or Centre and mapped to the right policies and rules accordance to Clause 24e.

d. Supplementary rules for the related procedures of the Provider or Centre shall be publicly available. Opinions of the Provider or Centre shall be open to the public in accordance with law in the Republic of the Union of Myanmar.

e. The following ICANN Domain Name Dispute Resolution Procedures shall be applied by the Provider or Centre:

i. for Clause 24ai of this Directive:

(a) Uniform Domain Name Dispute Resolution from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.1 of this Directive if the complaint is raised in relation to Clause 21di, 21div, 21dv, or 21dvi;

(b) Eligibility Requirements Dispute Resolution Policy from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.2 of this Directive if the complaint is raised in relation to Clause 21diii and in relation to “.name.mm” or “.per.mm” SLD;

(c) Intellectual Property Defensive Registration Challenge from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.3 of this Directive if the complaint is raised in relation to Clause 21diii and in relation to “.biz.mm”, “.com.mm” or “.net.mm” SLD;

ii. for Clause 24aii, 24aiii or Clause 24av of this Directive: Uniform Domain Name Dispute Resolution from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.1 of this Directive; and

iii. for Clause 24aiv of this Directive: Qualification Challenge from ICANN amended by the Department for the Myanmar market in accordance with Annex 1.4.

f. The Provider or Centre shall reject the complaint if it is raised under Clause 24ai in relation to Clause 21dii.

g. The Registrar and the Registry shall maintain a Sensitive Domain Name index which they shall update with Sensitive Domain Names once they were informed about an opinion from the Provider or Centre on a complaint in relation to Clause 24av. All Names included in the Sensitive Domain Name index shall be reserved and Domain Name registrations with Domain Names containing Names for the Sensitive Domain Name index shall be permitted.

h. Opinions returned by the Provider or Center shall be binding for the Registrar.

i. Both the complainant and the Defendant may appeal to the Minister in accordance with Section 58a of the Law.

25. Transfer of Domain Name

a. The Registrar shall transfer a Domain Name in the following circumstances:

- i. **Voluntary transfer:** upon receipt of a request by the Registrant of the “.mm” Domain Name to transfer the Domain Name to a specified person or entity in such form required by the Registrar and such request shall be accompanied by a Letter of Undertaking duly signed by the authorized signatory of the Registrant, if the Registrant is a body corporate, that the Domain Name is not subject of any pending dispute resolution;
- ii. **Transfer pending dispute resolution:** Upon receipt of a request by the Registrant of the “.mm” Domain Name to transfer the “.mm” Domain Name to a specified person or entity in such form as may be required by the Registrar and a written undertaking by the proposed transferee which shall be irrevocable, valid and free of any reservations or restrictions agreeing to be bound by any decision of the Department or any competent body adjudicating a dispute pertaining to that “.mm” Domain Name;
- iii. **Transfer in accordance with a dispute resolution decision:** Until the expiry of ten (10) working days following receipt of a copy of decision of the DNDRP Panel to transfer the “.mm” Domain Name to a specified person, unless it is notified of an appeal of the decision;

Deleted: <#>Disputes Relating to The Right to Register a “.mm” Domain Name:

<#>The Registrar shall set an independent dispute resolution process in place to deal, in an expedited manner, with disputes relating to the right of the Registrant to register a particular “.mm” Domain Name (“**Domain Name Dispute Resolution Process**” or “**DNDRP**”). The Registrar shall publish the DNDRP related policy (“**DNDRP Policy**”). The DNDRP shall resolve in particular trademark related disputes. The Registrar itself shall not be involved in the decision process.

<#>The DNDRP shall follow rules defined under the Myanmar Arbitration Law. Complainant and Registrant shall within the defined process of the Registrar jointly decide on one or several Arbitrators in line with the Myanmar Arbitration Law. Complainant and Registrant shall have the choice to address the dispute to a court instead of addressing the dispute an Arbitrator. Subject of choosing Arbitration as dispute resolution mechanisms, Myanmar Arbitration Law shall be applied.

<#>The DNDRP shall be conducted by one or several Arbitrators (“**DNDRP Panel**”) and shall result in a decision on whether the “.mm” Domain Name in question is to be retained by the Registrant or to be transferred to the Claimant or to be deleted. No other award on damages shall be made by the DNDRP Panel.

<#>“**DNDRP Panel**” mean qualified persons appointed to decide the Proceeding between the Parties, constituted by a Chairman and two other Panel members selected by the said Chairman, in accordance with the Policy and Rules of the Registrar and the Myanmar Arbitration Law. The Registrar shall provide Complainant and Registrant a list with Arbitrators accredited under the Myanmar Arbitration Law.

<#>Upon a decision being reached by the DNDRP Panel and being communicated to the Registrar, the Registrar shall enforce the decision of the DNDRP Panel. The losing party shall have the right to commence an action in

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iv. **Transfer in accordance with court order:** Upon receipt of a certified copy of an order of the High Court requiring the transfer of the “.mm” Domain Name to a specified person;

v. **Transfer upon the determination of the Registrar or the Department:** In accordance with terms and conditions, policies, rules and regulations and relevant laws governing the registration of Domain Names; or

vi. **Transfer upon death of the Registrant:** in accordance with applicable laws governing wills and the administration of estates in the Republic of the Union of Myanmar.

b. In no other circumstance shall the Registrar transfer a registered “.mm” Domain Name except as may be authorized by the Department or the Ministry.

c. The Registrar may impose a fee for the transfer subject to approval by the Department.

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26. Charges for Electronic Addressing Provisioning:

a. Every application for an Electronic Address provisioning under this Directive shall be accompanied by the application fees as approved by the Department.

b. All Registrants of Electronic Addresses shall be required to pay such fees in accordance to terms as approved by the Department.

c. The registration fee may be prorated based on the period of use or may be prorated to a specified expiry date.

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Section VI – Transition

27. Transition:

- a. All IP Address Assignment Holders which are subject to the IP Address reporting obligations of Clause 5b shall be exempted from their reporting obligations under Clause 5b until further notice. Once, the Department can provide IP Address Assignment Holder a facility for online IP Address reporting, then the Department will cease this exemption under this Clause 27a. The IP Address Assignment Holders shall populate the online facility within six months with all relevant IP Addresses.
- b. Registrars shall automatically reject trade mark complaints of applicants in relations to complaints under Clause 21d until the new Trade Mark Law of the Republic of the Union of Myanmar is in effect. The automatic rejection of the raised complaints shall provide the rejection reason to the complainant that trade mark related complaints shall not be raised until the Myanmar Trade Mark Law is in effect.
- c. Clause 14g shall come into effect once all following three criteria are fulfilled:
 - i. The new Myanmar Trademark Law is in effect;
 - ii. A online facility is provided to electronically search trademarks registered under the new Myanmar Trademark Law; and
 - iii. The Registry and Registrars developed an IT solution to electronically query the provided trademark database.
- d. The Registry and all appointed Registrars shall setup a sunrise period of six months once Clause 14g is in effect to offer entities having trademarks registered under the new Myanmar Trademark Law to preregister for potential trademark related Domain Name complaints.
- e. Myanma Posts and Telecommunications (MPT) shall be responsible for conducting Registry and Registrar services until one month after the date the Registry designated by the Department and at least one Registrar appointed by the Department are ready for operation as announced by the Department. MPT shall handover the updated Registered Data to the Registry not later than 30 days after the announcement date.

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