

# Domain Name Dispute Resolution Policy

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## Version Control

Version	Date	Author	Rationale
1.0	January 2011	Internet Domain Section Team	Initial release
2.0	August 2019	Internet Domain Section Team	New Format, Removed Document Information part, Added Version Control and Updated Definitions part

## Definitions

The following words where used in this Policy shall have the meaning ascribed to them below:

“**Qatar Domains Registry** or **QDR**” is a function of the Communications Regulatory Authority of Qatar (CRA), which is the Registry Operator for the .qe country code namespace and "قطر." the Arabic domain name. It is responsible for the setting and enforcement of all policies with regard to the operation of the above mentioned namespace, and managing the operation of the Registry System.

“**Administrative Panel**” or “**Panel**” means a panel appointed pursuant to and for the purpose of this Policy as amended from time to time;

“**Complainant**” means the party initiating a complaint concerning a Domain Name;

“**Panellist**” means an individual appointed by a Provider to be a member of a Panel;

“**Provider**” means the WIPO Arbitration and Mediation Center, the URL for which is <http://www.wipo.int/amc/en/domains/>;

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

“**Registrant 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.

“**we**”, “**our**” or “**us**” to refer to the Qatar Domains Registry; and “**you**” and “**your**” to refer to a Registrant of a Domain Name.

## Purpose

This Domain Name Dispute Resolution Policy (the “**Policy**”) has been adopted by the Qatar Domains Registry, and is incorporated by reference into your Registrant Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than the Registrar or us over the Registration and use of a Domain Name Registered by you. Proceedings under Section 5 of this Policy will be conducted according to the Rules for Qatar Domains Registry’s Domain Name Dispute Resolution Policy (the “**Rules of Procedure**”), which are available at: <http://www.wipo.int/amc/en/domains/> , and the supplemental rules of the WIPO Arbitration and Mediation Center.

This Policy shall not deprive any party of its legal rights.

## Policy Details

### 1. Your Representations

By applying to Register a Domain Name, or by asking a Registrar to maintain or Renew a Domain Name Registration, you hereby represent and warrant to us and to that Registrar that:

- a) the statements that you made in your Registrant Agreement are complete and accurate;
- b) 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.

### 2. Cancellations, Transfers, and Changes

We or the Registrar will cancel, transfer or otherwise make changes to Domain Name Registrations under the following circumstances:

- a) subject to the provisions of Section 9, upon receipt by us or by the Registrar of written or appropriate electronic instructions from you or your authorised agent to take such action;
- b) upon receipt by us or the Registrar of an order from a law enforcement authority in the State of Qatar requiring such action; and/or
- c) upon receipt by us or by the Registrar of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- d) upon receipt by us or by the Registrar of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by the Qatar Domains Registry. (See Section 5(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.

### 3. Mandatory Administrative Proceeding

This Section sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before the WIPO Arbitration and Mediation Center, (the “**Provider**”). The Qatar Domains Registry may include or add, from time to time, any other Providers as it deems appropriate.

#### 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 WIPO Arbitration and Mediation Center, 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 or is being used in bad faith.

In the administrative proceeding, the Complainant must prove that the required elements are present.

#### b) Evidence of Registration and Use in Bad Faith

For the purposes of Section 5(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 Section 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 Section 5(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 noncommercial 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**

Until such time as additional Providers are appointed by the Qatar Domains Registry, all complaints shall be submitted to the WIPO Mediation and Arbitration Center.

Should additional Providers be approved by the Qatar Domains Registry, the Complainant shall select the Provider from among those approved by Qatar Domains Registry.

**e) Initiation of Proceeding and Process and Appointment of Administrative Panel**

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

**f) Consolidation**

In the event of multiple disputes between you and a Complainant, either you or the Complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by the Qatar Domains Registry.

**g) Fees**

All fees charged by the Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the Complainant, except in cases where you elect to expand the Administrative Panel from one to three Panelists as provided in Section 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**

Neither we nor any Registrar will participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, neither we nor any Registrar will 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 the Registrar and us of any decision made by an Administrative Panel with respect to a Domain Name you have Registered with the Registrar. 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 Section 5 shall not prevent either you or the Complainant from submitting the dispute to the courts 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, the Registrar will wait ten (10) business days (as observed in the location of the Registrar's principal office) after the Registrar is informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. The Registrar will then implement the decision unless the Registrar has received from you during that ten (10) business day period official documentation (such as a copy of a writ or summons file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in the jurisdiction to which the

Complainant has submitted under Section 3(b)(xiii) of the Rules of Procedure. (The jurisdiction of the courts of the State of Qatar). See Sections 1 and 3(b)(xiii) of the Rules of Procedure for details.) If the Registrar receives such documentation within the ten (10) business day period, the Registrar will not implement the Administrative Panel's decision, and the Registrar will take no further action, until the Registrar receives:

- (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.

#### **4. All Other Disputes and Litigation**

All other disputes between you and any party other than the Registrar or us regarding your Domain Name Registration that are not brought pursuant to the mandatory administrative proceeding provisions of Section 5 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

#### **5. Our Involvement in Disputes**

Neither we nor the Registrar will participate in any way in any dispute between you and any party other than the Registrar or us regarding the Registration and use of your Domain Name. You shall not name either the Registrar or us as a party or otherwise include either the Registrar or us in any such proceeding. In the event that either the Registrar or us are named as a party in any such proceeding, the Registrar and we reserve the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend ourselves.

#### **6. Maintaining the Status Quo**

Neither the Registrar nor We will cancel, transfer, activate, deactivate, or otherwise change the status of any Domain Name Registration under this Policy except as provided in Paragraph 4 above.

#### **7. 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 Section 5 or for a period of fifteen (15) business days (as observed in the location of the Registrar's 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 Section 5 or for a period of fifteen (15) business days (as observed in the location of the Registrar's 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 shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy.

## Policy Modifications

We reserve the right to modify this Policy at any time. We will post our revised Policy at our website. . Unless this Policy has already been invoked by the submission of a complaint to the WIPO Arbitration and Mediation Center, 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 the Registrar, provided that you will not be entitled to a refund of any fees you paid to the Registrar. The revised Policy will apply to you until you cancel your Domain Name Registration.