

# ELIGIBILITY REQUIREMENTS DISPUTE RESOLUTION POLICY (ERDRP)

## 1. Purpose.

This Eligibility Requirements Dispute Resolution Policy (the "Policy") has been adopted by the dotScot Registry (the "Registry"), 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 Registry) over the registration and use of a .scot Top Level Domain Name ("TLD") registered by you in the .scot 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 [link] and the selected administrative dispute resolution service provider's supplemental rules.

This ERDRP Policy is in addition to all those mandated by ICANN, and, specifically, to:

- a. The Uniform Domain Name Dispute Resolution Policy adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> ("UDRP"), which is incorporated into this Registration Policy by reference. Any third party challenge of your .scot domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.
- b. The Uniform Rapid Suspension ("URS") Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>; as well as to any other dispute policies mandated by ICANN, including but not limited to expedited processes for suspension of a domain name by claims pursued by intellectual property right holders; and

## 2. Your Representations.

By applying to register a Registered Name, or by asking us to maintain or renew it, you hereby represent and warrant to us that, to your knowledge, the registration of your Registered Name conforms to the Eligibility Requirements.

According to the .scot Charter, the following persons and entities will be considered as conforming the Eligibility Requirements:

[fill in with the .scot 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 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 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 the Registry. The list of Providers may be found [\[link\]](#)

(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 your Registered Name does not meet the Eligibility Requirements. 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 the name corresponding to the Registered Name is not based on the Eligibility Requirements. In that case, 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).

(e) 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 6 of the Rules of Procedure in determining how your response should be prepared.

#### 5. Procedure.

(a) 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").

(b) 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.

(e) Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel shall be paid in accordance with Paragraph 20 of the Rules.

(d) 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, no responsibility will stem as consequence of the decisions adopted by the Administrative Panel.

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

(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 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 administrative.

(f) Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a 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.

(g) 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 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)(xi) 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. 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. Any 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 .scot 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 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 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 [\[link\]](#) 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. Attention, this document can change without previous notice. You will find the last version in [www.dominLcat](http://www.dominLcat) and [www.iqua.net](http://www.iqua.net).