



RULES FOR
DOMAIN NAME
DISPUTE RESOLUTION

be

of CEPANI,
The Belgian Centre
for **A**rbitration and Mediation

CEPANI

The Belgian Centre
for Arbitration and Mediation

RULES

for domain name
dispute resolution

In force as from
January 1st, 2018

RULES FOR DOMAIN NAME DISPUTE RESOLUTION

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ARTICLE 1. - BELGIAN CENTRE FOR ARBITRATION AND MEDIATION

The Belgian Centre for Arbitration and Mediation ("CEPANI") is an independent body which administers domain name proceedings in accordance with its Rules. It does not itself resolve disputes. It does not act as Third-Party Decider.

ARTICLE 2. - DEFINITIONS

In these Rules:

Complaint Manager: CEPANI, which is responsible for all administrative actions in connection with the dispute and communications between the Parties, on the one hand, and between CEPANI and/or the Third-Party Decider, on the other hand. The Complaint Manager's contact details are given on the CEPANI website www.cepani.be.

Complainant: the Party initiating a Complaint in connection with the registration of a domain name registered by the Registrar.

Domain name holder: the person having obtained or having applied for the registration of a particular name in the .be domain.

Third-Party Decider: a person appointed by CEPANI to decide on the Complaint concerning a registered domain name .be.

Party: the Complainant or the Domain name holder.

Registrar: the entity which is responsible for registering domain names with the «.be» extension, i.e. the VZW/ASBL DNS Belgium (DNS.be), 3001 LEUVEN, Ubicenter, Philipssite 5, registered as an undertaking under number BE 0466.158.640.

Registration Agreement: the agreement between the Domain name holder and the Registrar or its authorized Representative.

Policy of DNS.be: the dispute resolution policy for domain names with the .be extension, as published by the Registrar on its website www.dns.be. The dispute resolution policy arises from an article of the general terms and conditions of .be domain names operated by DNS.be.

CEPANI: the non-profit organisation VZW/ASBL Belgian Centre for Mediation and Arbitration, the dispute resolution entity recognised by the Registrar, with offices at 1000 BRUSSELS, Rue des Sols/Stuiverstraat 8, registered as an undertaking under number BE 0413.975.115.

Complaint: a claim against a Domain name holder to be decided by a Third-Party Decider pursuant to terms of these Rules and the dispute resolution policy of DNS.be.

ARTICLE 3. - THE COMPLAINT

3.1. Complaints must be submitted by a natural person or corporate body to the Complaint Manager in accordance with these Rules.

3.2. The Complaint shall be considered complete only if it is submitted by e-mail (for heavy files either via www.wetransfer.com, or any equivalent transfer system, or by means of a USB stick) and in one original signed hard copy to the seat of the Complaint Manager (CEPANI, 1000 BRUSSELS, Rue des Sols/Stuiversstraat 8), if it is established as the model form found in schedule IV of these Rules, and if it contains at least:

3.2.1. a request that the Complaint be submitted for decision in accordance with these Rules for domain name dispute resolution and the dispute resolution policy of DNS.be;

3.2.2. the name, postal and valid e-mail addresses, telephone and fax numbers of the Complainant and of any Representative authorized to act for the Complainant. Representatives, including Attorneys at law, must have a special proxy.

3.2.3. the name of the Domain name holder, as mentioned in the WHOIS database of the Registrar available on the website www.dns.be, and all information (such as postal and valid e-mail addresses and telephone and fax numbers) known to the Complainant regarding how to contact the Domain name holder or any Representative of the Domain name holder, including contact information based on pre-complaint dealings, in sufficient detail to allow the Complaint Manager to send the Complaint to the Domain name holder as described in Article 5.1;

- 3.2.4.** the .be domain name(s) that is/are the subject of the Complaint;
- 3.2.5.** a description of the grounds on which, in accordance with the policy of DNS.be, the Complaint is made; The description must include all the particulars set out in the dispute resolution policy of DNS.be.
- 3.2.6.** a specification, in accordance with the dispute resolution policy of DNS.be, of the relief sought, i.e. the transfer or cancellation of the .be domain name(s);
- 3.2.7.** the identification of all other legal proceedings if any, commenced or terminated, which relate to any of the domain name(s) that are the subject of the Complaint and of which the Complainant is aware; and provide a copy of any decisions taken thereon;
- 3.2.8.** the choice of the Complainant to do either of the following:
- offer the Domain name holder the possibility to voluntarily proceed with the execution of the relief sought. If the Complainant chooses to do this, the Complaint Manager will then notify this offer to the Domain name holder and will inform the Domain name holder that if the requested measure is not executed within a term of 7 calendar days, the proceedings will be continued and that, if the Third-Party Decider decides that the domain name(s) must be transferred or cancelled, the Domain name holder will be required to pay the costs of the proceedings, referring to the exact amount, to DNS.be, according to the dispute resolution policy of DNS.be.
 - or not to offer the Domain name holder the possibility to proceed voluntarily with the execution of the requested measure, in which case the proceedings continue without the notification in this regard to the Domain name holder.
- 3.2.9.** the proof of payment of the costs detailed in Article 21;
- 3.2.10.** the following statement at the end of the Complaint followed by the valid signature of the Complainant or its Representative (which can, depending on the circumstances, be in electronic form or in hard copy).
"The Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute or the dispute's resolution shall be directed solely against the Domain name holder and expressly waives all such

claims against (a) CEPANI and its Directors or Employees and (b) the Third-Party Decider, except in the case of deliberate wrongdoing.

The Complainant certifies that the information contained in this Complaint is to the best of his knowledge complete and accurate."

3.2.11. an electronic version and one hard copy of all documents and other evidence, together with a schedule indexing such documents and evidence, upon which the Complaint relies.

3.3. The Complaint may relate to more than one domain name, taking into account the schedule of costs.

ARTICLE 4. - SUBMISSION OF COMPLAINT

4.1. Within 7 calendar days following receipt of the Complaint, the Complaint Manager shall review the Complaint for completeness following Article 3.2 of these Rules. Once the Complaint Manager considers that the Complaint is complete, it shall forward the Complaint to the Domain name holder, in the manner prescribed by Article 5.1 and notify the Complainant thereof, providing as the case may be, the possibility to voluntarily execute the requested measure.

4.2. If the Complaint Manager finds the Complaint to be administratively deficient following Article 3.2 of these Rules, it shall notify the Complainant of the deficiencies identified, within 7 calendar days following receipt of the Complaint. The Complainant shall have 14 calendar days within which to correct any such deficiencies and return the Complaint to the Complaint Manager. Failure to correct such deficiencies within the aforementioned period shall lead to the proceedings being deemed withdrawn without prejudice to submission of a new Complaint by the Complainant. Any sums already paid shall be retained by CEPANI.

4.3. If the requested measure was voluntarily executed within the term of 7 calendar days, the proceedings end and CEPANI will refund to the Complainant the costs paid according to Article 21, with a deduction for the compensation of the CEPANI's administrative costs.

4.4. The date of commencement of the proceeding shall be the date on

which the Complaint Manager forwards the Complaint to the Domain name holder in accordance with Article 5.1.

4.5. The Complaint Manager shall immediately notify the Complainant, the Domain name holder and the Registrar of this date of commencement.

ARTICLE 5. - NOTIFICATIONS

5.1. The Complaint Manager shall inform the Domain name holder of the existence and contents of the Complaint by e-mail. Upon receipt of a notification that the communication was not successfully received, the Complaint Manager shall inform the Domain name holder of the existence and contents of the Complaint by registered letter at the address mentioned under Article 3.2.3. To this end the Complaint Manager shall use the data as mentioned in the WHOIS database of the Registrar and/or given by the Complainant available on the website www.dns.be.

5.2. All communications to the Complaint Manager shall be sent:

5.2.1. by e-mail to CEPANI's e-mail address: info@cepani.be

5.2.2. by letter to CEPANI's address: 1000 BRUSSELS, Rue des Sols/Stuiversstraat 8

5.3. All electronic documents are stored by CEPANI up until 10 years after the notification of the decision to the Parties. All original documents are stored by CEPANI up until 30 days after the notification of the decision to the Parties. Once these deadlines have expired, the documents will be destroyed, unless a Party asks within the deadline that the documents be sent back to her.

5.4. Except where stipulated otherwise in these Rules, all notifications in execution of these Rules shall be validly made by e-mail, by delivery in exchange for a receipt, by registered letter, by courier or by any other means of communication for which evidence of dispatch is provided.

5.5. Communications shall be effected in the language described in Article 12. Electronic communications shall be made in accordance with the provisions found in schedule VII.

5.6. Any Party may, during the dispute resolution proceeding, change its

contact details by notifying the Complaint Manager. Such change shall only take effect 5 calendar days following the date on which the Complaint Manager was notified.

5.7. Unless otherwise decided by the Third-Party Decider, all communications provided for under these Rules shall be deemed received:

5.7.1. by e-mail: on the date on which the communication was received, provided this date can be verified;

5.7.2. by registered letter, by delivery or by courier, on the date mentioned on the receipt;

5.8. All time periods which begin as from the receipt of a given communication shall commence on the day following the day when such communication is deemed received pursuant to Article 5.7, the first day being the beginning of the time period.

5.9. As from the date of the beginning of the proceedings, all communications:

5.9.1. between the Third-Party Decider and a Party and vice versa shall be effected via the Complaint Manager in accordance with the provisions of Article 9;

5.9.2. by the Complaint Manager to one Party shall be sent to the other Party and to the Third-Party Decider if he/she has already been appointed;

5.9.3. by one Party to the Complaint Manager shall be sent to the other Party.

5.10 If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication has to be made, the period of time shall expire at the end of the first following business day.

5.11. If a Party sending a communication receives a notification that the communication was not successfully received, it shall immediately inform the Complaint Manager. The Complaint Manager directly informs the Third-Party Decider thereof if he/she has already been appointed. Any further communications and responses thereto shall be effected in the manner determined by the Third-Party Decider or, in his absence, by the Complaint Manager.

ARTICLE 6. - THE RESPONSE

6.1. Within 21 calendar days of the date of commencement of the proceeding the Domain name holder shall submit a Response to the Complaint Manager.

6.2. The Response shall only be complete if it is submitted by e-mail (for heavy files either via www.wetransfer.com, or any equivalent transfer system, or by means of a USB stick), and if it conforms to the Response form found in schedule V of these Rules. The Response shall contain at least:

6.2.1. the statements and allegations contained in the Complaint and include any and all bases on which the Domain name holder may retain registration and use of the disputed domain name(s).

6.2.2. the name, postal and valid e-mail addresses, and the telephone and fax numbers of the Domain name holder, as well as the details of a Representative acting on behalf of the Domain name holder. Representatives, including Attorneys at law, must have a special proxy;

6.2.3. any other legal proceedings that have been commenced or terminated relating to any of the domain name(s) that is/are the subject of the Complaint of which the Domain name holder has been informed, together with a copy of any decisions in so far as these were not submitted with the Complaint;

6.2.4. the confirmation that a copy of the Response and the annexes thereto has been sent by e-mail to the Complainant at the e-mail address mentioned under Article 3.2.2;

6.2.5. the following statement followed by the valid signature of the Domain name holder or its authorized Representative:

"The Domain name holder agrees that its claims and remedies concerning the registration of the domain name, the dispute or the dispute's resolution shall be directed solely against the Complainant and expressly waives all such claims against (a) CEPANI and its Directors or Employees, and (b) the Third-Party Decider, except in the case of deliberate wrongdoing.

The Domain name holder certifies that the information contained in this Response is to the best of his knowledge complete and accurate."

6.2.6. an electronic version of all documents and other evidence, together with a schedule indexing such documents and evidence, upon which the Domain name holder relies.

6.3. At the request of the Domain name holder, the Complaint Manager may extend the period of time for the filing of the Response. The period may also be extended between the Parties, provided the stipulation is put in writing and approved by the Complaint Manager. The Complaint Manager may also extend the period of time ex officio if there are valid reasons for such an extension.

6.4. If the Domain name holder does not submit a Response, the proceeding shall nevertheless continue and the Third-Party Decider shall decide the dispute on the basis of the Complaint.

6.5. The Complaint Manager can notify the Domain name holder if an error has been made, within 7 calendar days following receipt of the Response.

ARTICLE 7. - APPOINTMENT OF THE THIRD-PARTY DECIDER

7.1. CEPANI shall maintain a publicly available list of registered Third-Party Deciders and their qualifications. This list is published on the CEPANI website and updated two times a year.

7.2. The Appointments Committee or the Chairman of CEPANI shall appoint, within 7 calendar days following receipt of the Response or the lapse of the time period for the submission thereof, a registered Third-Party Decider from the CEPANI list of Third-Party Deciders.

7.3. Once the Third-Party Decider has been appointed, the Complaint Manager shall notify the Parties of the Third-Party Decider appointed and the date by which the Third-Party Decider shall forward its decision on the Complaint to the Complaint Manager.

ARTICLE 8. - INDEPENDENCE OF THE THIRD-PARTY DECIDER

Only the persons independent of the Parties and their Counsel can be appointed as Third-Party Deciders.

Before accepting his/her appointment, the Third-Party Decider fills in and signs a statement of availability, acceptance and independence (schedule II) and discloses to the Complaint Manager of any circumstances giving rise to any doubt as to his independence.

The Third-Party Decider immediately notifies the Complaint Manager in writing if new circumstances arise during the procedure that could give rise to justifiable doubt as to the independence of the Third-Party Decider. In such event, the Complaint Manager has the capacity to request from the Appointments' Committee or from the Chairman that they replace the Third-Party Decider.

By accepting his/her mission, the Third-Party Decider commits himself/herself to accomplish his/her mission until the end of the procedure in the sense of the present Rules.

ARTICLE 9. COMMUNICATION BETWEEN THE PARTIES AND THE THIRD-PARTY DECIDER

No Party or anyone acting on its behalf may have any direct or indirect communication whatsoever with the Third-Party Decider. All communications between a Party and the Third-Party Decider shall be made via the Complaint Manager.

ARTICLE 10. - COMPOSITION AND TRANSMISSION OF THE FILE TO THE THIRD-PARTY DECIDER

The Complaint Manager shall forward the file to the Third-Party Decider as soon as the Third-Party Decider is appointed.

A Third-Party Decider may at any time demand to consult the original documents. The Third-Party Decider shall consult these documents at the seat of CEPANI.

ARTICLE 11. - GENERAL POWERS OF THE THIRD-PARTY DECIDER

11.1. The Third-Party Decider shall, in accordance with these Rules and with the dispute resolution policy of DNS.be, conduct the proceeding in such a manner as it considers appropriate.

11.2. The Third-Party Decider shall ensure at all times that the Parties are treated equally and that each Party can exercise its rights.

11.3. The Third-Party Decider shall ensure that the proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a deadline fixed by these Rules, or reopen the debates.

11.4. The Third-Party Decider shall determine the admissibility, relevance and weight of the evidence.

11.5. The Appointments Committee or the Chairman of CEPANI decides on own motion or at the request of a Party on the joinder of several Complaints, taking into account that the disputes are closely related or indivisible. Its decision is irrevocable.

ARTICLE 12. - LANGUAGE AND VENUE OF PROCEEDINGS

12.1. Unless otherwise agreed by the Parties, the language of the proceeding for the domain name in dispute shall be the language mentioned in the WHOIS database available on the DNS website www.dns.be. The Third-Party Decider may select a different language in exceptional cases.

12.2. The Third-Party Decider may order that any documents submitted in languages other than the language of the proceeding be accompanied by a translation in whole or in part into the language of the proceeding. In the event that the requested translation is not submitted, the Third-Party Decider shall be entitled to exclude it from the debates.

12.3. The venue for the proceeding shall be the seat of CEPANI.

ARTICLE 13. - FURTHER STATEMENTS - CONCLUSION OF DEBATES

The debates shall be deemed to be closed 7 calendar days following the appointment of the Third-Party Decider. During this period, the Complainant may request permission from the Third-Party Decider for an additional extension of the deadline in order to submit retort. This request is, if the case arises accompanied by further documents, addressed to the Complaint Manager who following Article 9 directly transmits it to the Third-Party Decider. In such an event, the Third-Party Decider shall decide irrevocably whether or not to accede to this request and shall, if necessary, make arrangements to pursue the proceeding.

If the Third Party Decider considers the file incomplete, he/she can invite, within the deadline, the Parties or one of the Parties to give further information. By all times the principle of contradictory debate must be respected.

ARTICLE 14. - IN-PERSON HEARINGS

The Parties shall be heard only if the Third-Party Decider so orders.

ARTICLE 15. - DEFAULT BY ONE OF THE PARTIES

In the event that a Party does not comply with any of the time periods established by these Rules or the Third-Party Decider, the Third-Party Decider may proceed to a decision on the Complaint.

ARTICLE 16. - THIRD-PARTY DECIDER DECISIONS

16.1. The Third-Party Decider shall decide following the Parties views and in accordance with the dispute resolution policy of DNS.be, the registration agreement and following the provisions of the present Rules.

16.2. In the absence of exceptional circumstances, the Third-Party Decider shall forward its decision on the Complaint to the Complaint Manager within 14 calendar days of the conclusion of the debates pursuant to Article 13, in three original signed hard copies.

16.3. The Third-Party Decider's decision shall be in writing and signed, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Third-Party Decider.

16.4. If after considering the submissions the Third-Party Decider finds that the Complaint was brought in bad faith, the Third-Party Decider shall declare in his decision that the Complaint constitutes an abuse of the proceeding.

ARTICLE 17. - COMMUNICATION OF THE DECISION TO THE PARTIES

17.1. Within 7 calendar days after receiving the decision from the Third-Party Decider, the Complaint Manager shall notify the full text of the decision to each Party and the Registrar. The Registrar shall immediately communicate to the Complaint Manager the date for the implementation of the decision in accordance with the dispute resolution policy of DNS.be. The Complaint Manager shall immediately notify the Parties of this.

17.2. If the Third Party Decider decides that the Complaint is well founded and if he/she orders the transfer or the cancellation of the domain name, the Registrar will execute this decision 15 calendar days after the noti-

fication of the decision to the Parties, unless the Domain name holder introduces an appeal following Article 18. In this case the domain name in dispute remains « *on hold* » until the final decision on appeal.

17.3. Except if the Third-Party Decider determines otherwise, CEPANI shall publish the full text of the decision and the date of its implementation on the CEPANI website accessible to the public.

ARTICLE 18. - APPEAL AGAINST THE DECISION OF A THIRD-PARTY DECIDER

18.1. Each Party has the right to lodge an appeal against the decision of a Third-Party Decider within 15 calendar days of the notification of the Third-Party Decider's decision. The appeal is introduced by the filing of the Request for appeal and the payment of the costs related to the appeal (Article 21), failing which the appeal shall not be valid.

18.2. The Request for appeal shall be considered complete only if it is submitted by e-mail (for heavy files either via www.wetransfer.com, or any equivalent transfer system, or by means of a USB stick) and in one original signed hard copy to the seat of the Complaint Manager (CEPANI, 1000 BRUSSELS, Rue des Sols/Stuiversstraat 8), and if it is established as the model form found in schedule VI of these Rules.

18.3. The Request for appeal contains the identity of the Parties, the number of the decision against which the appeal is made, the identity of the Third-Party Decider and a description of the means invoked.

18.4. Within 7 calendar day after reception of the Request for appeal and the costs for appeal, the Complaint Manager notifies the Request for appeal by e-mail to the other Party. Upon receipt of a notification that the communication was not successfully received, the Complaint Manager shall inform the Domain name holder of the existence and contents of the Complaint by registered letter.

18.5. The Party against whom the appeal is lodged has 14 calendar days as from the reception of the notification of the Request for appeal to hand in its Response. This Response contains a description of the means invoked to reject the appeal.

18.6. The Appointments Committee or the Chairman of CEPANI, within 7 calendar days following the reception of the Response or the lapse of time period for the submission thereof, shall appoint a panel of three Third-Party Deciders (the Appeal Committee) from the list of Third-Party Deciders. Each Third-Party Decider must meet the conditions of independence as mentioned under Article 8.

18.7. The provisions of Articles 13, 14, 15 and 16 of these Rules are in use for the Appeal Committee, except that:

- the Appeal Committee must render its decision within 30 calendar days of the notification of the file;
- the decisions of the Appeal Committee are not subject to appeal.

ARTICLE 19. - SETTLEMENT OR OTHER GROUNDS FOR TERMINATION - OBSTRUCTION OF THE THIRD-PARTY DECIDER

19.1. If the Parties agree on a settlement before the Third-Party Decider has rendered a decision, the Parties immediately inform the Complaint Manager. The Complaint Manager informs the Registrar and the Third-Party Decider. If the settlement is approved by the Registrar, the Third-Party Decider shall terminate the proceeding.

19.2. If, before the Third-Party Decider's decision is made, it becomes unnecessary or impossible to continue the proceeding for any reason, the Third-Party Decider shall communicate his intention to terminate the proceeding and shall declare it terminated within a reasonable period of time, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Third-Party Decider.

19.3. In the event of obstruction by the Third-Party Decider for any reason whatsoever, the Appointments Committee or the Chairman of CEPANI may replace him/her and shall notify the Parties of any such replacement. In this case the Complaint Manager adapts the deadlines granted.

19.4 In all the aforementioned cases the relevant costs, as set out in Article 21.1, shall be retained by CEPANI.

ARTICLE 20. - EFFECT OF COURT PROCEEDINGS

20.1. In the event of any legal proceedings initiated in court prior to or during a proceeding in respect of a domain name dispute that is the subject of the Complaint, the Third-Party Decider shall decide whether to suspend the proceeding in whole or in part.

20.2. In the event that a Party initiates legal proceedings in court during the proceeding, it shall promptly notify the Complaint Manager. It shall also forward a copy of the document initiating the legal proceedings.

ARTICLE 21. - COSTS

21.1. The costs for the proceedings are determined in accordance with the scale for domain name dispute resolution costs (schedule I) which is fully part of these Rules. The costs are entirely paid by the Complainant. They include the fees and costs of the Third-Party Decider as well as CEPANI's administrative expenses. They must be paid to CEPANI simultaneously with the introduction of the Complaint or/and the appeal.

21.2. No action shall be taken by CEPANI on a Complaint or/and an appeal until it has received from the Complainant the full amount of the costs.

21.3. If CEPANI has not received the full amount of the costs, or has received only part of the costs, within 10 calendar days of receiving the Complaint, the Complaint shall be deemed withdrawn and the proceeding terminated.

21.4. If the pursuit of the proceeding requires exceptional services, the costs of which cannot be reasonably covered by the requested costs, such services shall only be performed upon payment by the instigating Party of the additional costs as determined by CEPANI.

21.5 In any case, any costs already paid shall be retained by CEPANI without prejudice to the provision of Article 4.3.

ARTICLE 22. - EXCLUSION OF LIABILITY

Except in the case of deliberate wrongdoing, neither CEPANI nor the Third-Party Decider shall be liable to a Party or the Registrar for any act or omission in connection with any proceeding under these Rules.

ARTICLE 23. - GENERAL PROVISIONS

CEPANI may amend these Rules. The Rules in effect at the time of the submission of the Complaint continue to apply to the proceeding commenced thereby.

The most recent version of these Rules is available on the Registrar's website www.dns.be and on CEPANI's website www.cepani.be.

SCHEDULES

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SCHEDULE I

SCALE OF COSTS FOR CEPANI DOMAIN NAME DISPUTE RESOLUTION

This scale of costs is applicable for CEPANI domain name dispute resolution procedures (cfr. Article 21 of CEPANI Rules for domain name dispute resolution).

NUMBER OF DOMAIN NAMES SUBJECT OF THE COMPLAINT	COSTS
1 to 5	1.750,00 EUR VAT excl.
6 to 10	2.110,00 EUR VAT excl.
More than 10	To be agreed with CEPANI
Appeal against the decision of a Third-Party Decider	4.050,00 EUR VAT excl.

These amounts include the administrative costs of CEPANI.

The administrative costs are subject to VAT.

Payment has to be transferred to:

BNP PARIBAS FORTIS BANK

Montagne du Parc 3

1000 BRUSSELS

Account number: 210-0076085-89

IBAN: BE 45 2100 0760 8589

BIC: GEBABEBB

Mentioning: **DOM - domain name**

After reception of the payment, an invoice will be sent to the Complainant.

SCHEDULE II

File n°: ...

DECLARATION OF ACCEPTANCE, AVAILABILITY AND INDEPENDENCE BY THE THIRD-PARTY DECIDER

I the undersigned,

Surname: First name:

1. ACCEPTANCE

accept the mission in accordance with the CEPANI Rules 2018.

2. AVAILABILITY

confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct these procedures diligently, efficiently and in accordance with the time limits in the Rules.

3. INDEPENDENCE

declare that I am fully independent of:

the Parties

their legal Counsel

draw CEPANI's attention to the following facts and circumstances that could lead any of the parties to doubt my independence (use a separate sheet if necessary).

* * *

declare that I shall abide by the "Rules of good conduct for procedures requiring the intervention of CEPANI" enclosed as Schedule III to the CEPANI Arbitration Rules.

Done at, on

Signature :

* Tick the corresponding boxes.

SCHEDULE III

List of recognized Third-Part Deciders

This list can be consulted on the CEPANI website:

www.cepani.be

SCHEDULE IV

COMPLAINT FORM

This Complaint is submitted in view of a decision of a Third- Party Decider, according to the CEPANI Rules for domain name dispute resolution and the dispute resolution policy of DNS.be, incorporated in its general conditions.

1. Address information of the Complainant

1.1. Complainant

Name:

Address:

Telephone:

Fax:

E-mail (mandatory):

2. Representative authorized to act for the Complainant (optional):

Name:

Function:

Address:

Telephone:

Fax:

E-mail (mandatory):

Attention: Representatives, including Attorneys at law, must have special power of attorney.

2. Address information of the Domain name holder

2.1. Domain name holder

Name:

Person to be contacted:

Function:

Address:

Telephone:

Fax:

E-mail (mandatory):

2.2. Representative authorized to act for the Domain name holder

Name:

Function:

Address:

Telephone:

Fax:

E-mail (mandatory):

3. Domain name(s) that is (are) the subject of the Complaint

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4. The Complainant offers the possibility to the Domain name holder, within 7 calendar days, to voluntarily proceed with the execution of the relief sought:

(make your choice)

Yes

No

5. Grounds on which, in accordance with the policy of DNS.be, the Complaint is made

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6. Specification, in accordance with the policy of DNS.be, of the relief sought

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7. Other legal proceedings, commenced or terminated, which relate to any of the domain name(s)

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8. Costs

The Complainant confirms that the costs, mentioned in Article 21 of the CEPANI Rules for domain name dispute resolution, are paid and provides the proof of payment on account 210-0076085-89, IBAN: BE 45 2100 0760 8589.

Invoice data:

Name:

Address:

VAT-number:.....

9. Statement

“The Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute or the dispute’s resolution shall be directed solely against the Domain name holder and expressly waives all such claims against (a) CEPANI and its Directors or Employees and (b) the Third-Party Decider, except in the case of deliberate wrongdoing.

The Complainant certifies that the information contained in this Complaint is to the best of his knowledge complete and accurate.”

Date

Name and signature of the Complainant
or Representative

SCHEDULE V

RESPONSE FORM

In accordance with article 10 of the dispute resolution policy of the general conditions of DNS.be, the Domain name holder hereby answers to the affirmations and accusations of the Complainant, which were communicated to him.

DOMAIN NAME case n°:

1. Address information of the Domain name holder

1.1. Domain name holder

Name:

Person to be contacted:

Function:

Address:

Telephone:

Fax:

E-mail (mandatory):

1.2. Representative authorized to act for the Domain name holder

Name:

Function:

Address:

Telephone:

Fax:

E-mail (mandatory):

Attention: Representatives, including Attorneys at law, must have special power of attorney.

2. Communication to and address information of the Complainant

A copy of this answer was sent to the Complainant:

On (date):

Address information of the Complainant

Name:

Address:

Telephone:

Fax:

E-mail (mandatory):

Representative authorized to act for the Complainant (optional):

Name:

Function:

Address:

Telephone:

Fax:

E-mail (mandatory):

3. Answer to the affirmation and accusations of the Complainant

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4. Other legal proceedings, commenced or terminated, which relate to any of the domain names(s)

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5. Statement

“The Domain name holder agrees that its claims and remedies concerning the registration of the domain name, the dispute or the dispute’s resolution shall be directed solely against the Complainant and expressly waives all such claims against (a) CEPANI and its Directors or Employees, and (b) the Third-Party Decider, except in the case of deliberate wrongdoing.

The Domain name holder certifies that the information contained in this Response is to the best of his knowledge complete and accurate.”

Date

Name and signature of
the Domain name holder
or Representative

SCHEDULE VI

REQUEST FOR APPEAL

This Complaint is submitted in view of a decision of a panel of three Third-Party Deciders, according to the CEPANI Rules for domain name dispute resolution and the dispute resolution policy of DNS.be, incorporated in its general conditions.

DOMAIN NAME case n°:

1. Address information of the Complainant in appeal

1.1. Complainant in appeal

Name:

Address:

Telephone:

Fax:

E-mail (mandatory):

2. Representative authorized to act for the Complainant in appeal (optional):

Name:

Function:

Address:

Telephone:

Fax:

E-mail (mandatory):

Attention: Representatives, including Attorneys at law, must have special power of attorney.

2. Address information of the Respondent in appeal

2.1. Respondent in appeal

Name:
Person to be contacted:
Function:
Address:
Telephone:
Fax:
E-mail (mandatory):

2.2. Representative authorized to act for the Respondent in appeal

Name:
Function:
Address:
Telephone:
Fax:
E-mail (mandatory):

3. Domain name(s) that is (are) the subject of the Request for appeal

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4. Number of the decision against which the appeal is made and the identity of the Third-Party Decider

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5. Description of the means invoked

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6. Specification, in accordance with the policy of DNS.be, of the remedies sought

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7. Other legal proceedings, commenced or terminated, which relate to any of the domain name(s)

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8. Costs

The Complainant in appeal confirms that the costs, mentioned in Article 21 of the CEPANI rules for domain name dispute resolution are paid and provides the proof of payment on account 210-0076085-89, IBAN: BE 45 2100 0760 8589.

Invoice data:

Name:

Address:

VAT-number:

9. Statement

“The Complainant in appeal agrees that its claims and remedies concerning the registration of the domain name, the dispute or the dispute’s resolution shall be directed solely against the Respondent in appeal and expressly waives all such claims against (a) CEPANI and its Directors or Employees and (b) the Third-Party Deciders, except in the case of deliberate wrongdoing.

The Complainant in appeal certifies that the information contained in this Request for appeal is to the best of his knowledge complete and accurate.”

Date

Name and signature of
the Complainant in appeal
or Representative

SCHEDULE VII

Technical specifications

All electronic messages (e-mail) will be transmitted via the internet to CEPANI using **SMTP** (Single Mail Transfer Protocol) and **MIME** (Multi-Purpose Mail Extensions).

All documents transmitted to CEPANI by e-mail have to be created in **Word 2016** format (or compatible).

The Belgian Centre
for **A**rbitration
and **M**ediation

www.cepani.be

info@cepani.be

Office

Stuiversstraat 8 Rue des Sols – 1000 Brussels

Belgium

Tel: +32 2 515 08 35

Responsible editor : Emma Van Campenhoudt



THE BELGIAN CENTRE FOR **A**RBITRATION AND MEDIATION