



RULES FOR
DOMAIN NAME
DISPUTE RESOLUTION

be

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

CEPANI RULES FOR DOMAIN NAME PROCEDURES

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ARTICLE 1. - BELGIAN CENTRE FOR ARBITRATION AND MEDIATION

The Belgian Centre for Arbitration and Mediation “CEPANI” is the independent body that administers the dispute resolution proceedings relating to .be domain names in accordance with these Rules.

CEPANI is a non-profit organisation (VZW/ASBL), with registered office at Stuiversstraat 8, 1000 Brussels, Belgium and registered as an undertaking under number BE 0413.975.115.

CEPANI is the Complaint Manager accredited by the Registration Authority. It does not resolve disputes itself and it does not act as a Third-Party Decider.

ARTICLE 2. - DEFINITIONS

In these Rules, the following terms have the meaning as specified in this article:

Response: A response to the Complaint.

Policy of DNS Belgium: the dispute resolution policy published on the website of the Registration Authority (www.dnsbelgium.be). The policy is included in the general terms and conditions for domain name registration within the .be domain.

Third-Party Decider(s): the person(s) appointed by CEPANI to settle the Complaint.

Domain Name: one or several domain names registered in the .be domain.

Domain Name Holder: the person who holds a domain name within the .be domain.

Complaint: a claim against a Domain Name Holder to be decided by a Third-Party Decider in accordance with these Rules and the Policy of DNS Belgium.

Complaint Manager: CEPANI, which is responsible for all administrative operations concerning the domain name proceedings and for communications between the Parties on the one hand, and the Third-Party Decider on the other hand.

Complainant: the party submitting a Complaint concerning a .be domain name registered by the Registration Authority.

Party: the Complainant or the Domain Name Holder.

Registration Authority: the non-profit organisation DNS Belgium (VZW/ASBL), with registered office at Ubicenter, Philippsite 5, 3001 Leuven, Belgium, and registered as an undertaking under number BE 0466.158.640, which is responsible for registering domain names with the “.be” extension.

Registration Agreement: the agreement between the Domain Name Holder and the Registration Authority or its agent.

ARTICLE 3. - THE COMPLAINT

3.1. Complaints must be lodged with the Complaint Manager in accordance with these Rules.

3.2. The Complaint shall be submitted in “*portable document format*” (pdf). If the Complainant wishes to use another transmission system or

other formats, the Complainant shall first contact the Complaint Manager by e-mail at info@cepani.be to make sure that the Complaint Manager can receive and read the Complaint. To be complete, the Complaint must be submitted by e-mail to the address info@cepani.be (for larger files, the e-mail may refer to an Internet transmission system such as www.wetransfer.com, or any equivalent transmission system), must be drawn up in accordance with the Complaint form of Annex IV of these Rules, and must contain at least the following information:

3.2.1. the request to submit the Complaint to obtain a decision in accordance with these Rules and the Policy of DNS Belgium;

3.2.2. the correct name, postal and e-mail addresses and telephone numbers of the Complainant, as well as of any representative acting for the Complainant. Representatives, who are not lawyers and members of a bar association within the European Union, must have a special power of attorney;

3.2.3. the name of the Domain Name Holder as listed in the Registration Authority's WHOIS database, if available on the website www.dns-belgium.be, as well as all information available to the Complainant to contact the Domain Name Holder or its representative (such as postal and e-mail addresses and telephone numbers), including information obtained from contacts prior to the Complaint. If the contact details of the Domain Name Holder are not available from the WHOIS database on www.dnsbelgium.be, a motivated request to obtain the contact details for the Complaint can be sent to the Registration Authority by e-mail to the address legal@dnsbelgium.be;

3.2.4. the Domain Name that is the subject of the Complaint;

3.2.5. a description of all the facts and grounds on which, in accordance with the Policy of DNS Belgium, the Complaint is based;

3.2.6. the indication, in accordance with the Policy of DNS Belgium, of the requested measure, being the transfer or the cancellation of the Domain Name;

3.2.7. the identification of all other legal proceedings of which the Complainant is aware relating to the Domain Name that is the subject of the Complaint and a copy of any decision rendered;

3.2.8. the choice of the Complainant to:

- either give the Domain Name Holder the opportunity to voluntarily implement the requested measure, whereupon the Complaint Manager shall inform the Domain Name Holder that if the requested measure is not implemented within a period of 7 calendar days, the proceedings shall continue and that, if the Third-Party Decider in the proceedings concludes that the Domain Name must be transferred or cancelled, the Domain Name Holder is obliged to reimburse the costs of the domain name proceedings, specifying the amount, to the Registration Authority in accordance with the Policy of DNS Belgium;

- or not to give the possibility of voluntarily implementing the requested measure, in which case the proceedings shall continue without the notification of the Domain Name Holder;

3.2.9. proof of payment of the costs specified in Article 21 of these Rules;

3.2.10. the following statement followed by the legally valid (electronic) signature of the Complainant or its representative: *"The Complainant agrees that its claims and remedies regarding the registration of the Domain Name, the dispute or the resolution of the dispute are directed only against the Domain Name Holder and expressly waives, except in the case of willful misconduct, any claim against a) CEPANI, its directors and agents, and b) the Third-Party Decider.*

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

3.2.11. an electronic version of all documents and other evidence relied upon by the Complainant with a numbered inventory.

ARTICLE 4. – SUBMISSION OF THE COMPLAINT

4.1. The Complaint Manager shall check the Complaint for completeness in accordance with Article 3.2 of the Rules within a period of 7 calendar days. If the Complaint is found to be complete, the Complaint Manager shall forward it to the Domain Name Holder with a copy to the Complainant. The Complaint Manager shall inform the Domain Name Holder of the possibility to voluntarily implement the requested measure.

4.2. If the Complaint is found to be incomplete, the Complaint Manager shall inform the Complainant of the deficiencies. The Complainant shall have a period of 14 calendar days to correct the deficiencies and return the Complaint to the Complaint Manager. If the Complainant fails to correct the deficiencies and to return the Complaint within the aforementioned period, the proceedings are deemed to be terminated, without prejudice to the Complainant’s right to submit a new Complaint. Amounts already paid shall remain acquired by CEPANI.

4.3. If, within a period of 7 calendar days, the Domain Name Holder has voluntarily implemented the requested measure, the procedure shall end and CEPANI shall refund to the Complainant the costs paid as provided in Article 21 of the Rules, less the administrative costs determined by CEPANI.

4.4. The commencement date of the proceedings is the date on which the Complaint Manager transmits the Complaint to the Domain Name

Holder in accordance with Article 5.1 of these Rules.

4.5. The Complaint Manager shall immediately inform the Complainant, the Domain Name Holder and the Registration Authority of the date of commencement of the proceedings.

ARTICLE 5. - NOTIFICATIONS

5.1. The Complaint Manager shall communicate the Complaint to the Domain Name Holder by e-mail. The Complaint Manager shall also send a notification of the Complaint by ordinary mail to the Domain Name Holder’s address as specified in the WHOIS database of the Registration Authority and to any additional addresses mentioned in the Complaint in accordance with Article 3.2.3 of these Rules. Any attachments shall only be sent by e-mail.

5.2. All communications to the Complaint Manager shall be made by e-mail to the e-mail address of CEPANI: info@cepani.be.

5.3. All electronic documents shall be retained by CEPANI until 10 years after the notification of the final decision to the Parties. All original documents shall be retained by CEPANI until 30 days after the notification of the final decision to the Parties. After the expiry of this period, the original documents shall be destroyed, unless a Party or the Third-Party Decider has requested the return of its documents before the expiry of this period.

5.4. Unless otherwise provided in these Rules, all notifications pursuant to these Rules shall be validly made by e-mail.

5.5. Communications shall be in the language described in Article 12 of these Rules. Electronic communications (e-mail) shall be occur in accordance with Annex VII.

5.6. Either Party may change its contact details by notifying the Complaint Manager and the other Party of its new contact details. Such change shall not take effect until the fifth calendar day after the date of notification to the Complaint Manager.

5.7. Unless the Third-Party Decider decides otherwise, each communication provided for in these Rules shall be deemed to have been received on the date on which the communication was sent.

5.8. All time limits which commence on the day of receipt of a particular communication shall begin to run on the day after the day on which the communication is deemed to have been received in accordance with Article 5.7 of these Rules.

5.9. From the commencement date of the proceedings, all communications shall take place as follows:

5.9.1. by a Party to the Third-Party Decider and, conversely, by the Third-Party Decider to the Parties, in accordance with the provisions of Article 9 of these Rules: through the Complaint Manager;

5.9.2. by the Complaint Manager to a Party with a copy to the other Party and to the Third-Party Decider, if already appointed; and

5.9.3. by a Party to the Complaint Manager with a copy to the other Party.

5.10. If the last day of a binding term is not a working day in the country where the notification is to be made, the term expires at the end of the first working day thereafter.

5.11. When a sending Party receives proof of non-receipt of a communication, it shall immediately inform the Complaint Manager. The Complaint Manager shall inform the Third-Party Decider thereof, if already appoint-

ed. All further communications and responses thereto shall be made in the manner prescribed by the Third-Party Decider or by the Complaint Manager.

ARTICLE 6. - THE RESPONSE

6.1. Within a period of 21 calendar days from the commencement date of the proceedings, the Domain Name Holder must send its Response to the Complaint Manager.

6.2. The Response shall be submitted in "*portable document format*" (pdf). If the Domain Name Holder wishes to use another transfer system or other formats, the Domain Name Holder shall first contact the Complaint Manager by e-mail at info@cepani.be to ensure that the Complaint Manager can receive and read the Response. To be complete, the Response shall be submitted by e-mail to the address info@cepani.be (for larger files, the e-mail may refer to an Internet transfer system such as www.wetransfer.com, or any equivalent transfer system), shall be drawn up in accordance with the Response form of Annex V of these Rules, and shall contain at least the following information:

6.2.1. a Response to the facts and grounds of the Complaint and the arguments to maintain the registration of the Domain Name;

6.2.2. The correct name, postal and e-mail addresses and telephone numbers of the Domain Name Holder, as well as of any representative acting for the Domain Name Holder. Representatives, who are not lawyers and members of a bar association within the European Union, must have a special power of attorney;

6.2.3. the identification of all other legal proceedings of which the Domain Name Holder is aware relating to the Domain Name that is the subject of the Complaint and a copy of any decision rendered;

6.2.4. confirmation that a copy of the Response and its annexes was sent to the Complainant by e-mail at the e-mail address indicated in Article 3.2.2 of these Rules;

6.2.5. the following statement, followed by the legally valid (electronic) signature of the Domain Name Holder or its representative: *"The Domain Name Holder agrees that its claims and remedies relating to the registration of the Domain Name, the dispute or the resolution of the dispute are directed only against the Complainant and expressly waives, except in the case of wilful misconduct, any claim against a) CEPANI, its directors and officers and b) the Third-Party Decider.*

The Domain Name Holder confirms that the information contained in this Response is to the best of its knowledge complete and accurate.";

6.2.6. an electronic version of all documents and other evidence relied upon by the Domain Name Holder with a numbered inventory.

6.3. At the request of the Domain Name Holder, or upon its own initiative, the Complaint Manager may extend the term to submit the Response. The term may also be extended upon confirmation by both Parties, if approved by the Complaint Manager.

6.4. If the Domain Name Holder fails to submit its Response, the proceedings shall continue and the Third-Party Decider shall resolve the dispute on the basis of the Complaint alone.

6.5. The Complaint Manager shall check the Response for completeness in accordance with Article 6.2 of the Rules within a period of 7 calendar days. If the Response is found to be incomplete, the Complaint Manager shall inform the Domain Name Holder of the deficiencies. The Domain Name Holder shall have a period of 14 calendar days to correct the deficiencies and return the Response to the Complaint Manager. If the Domain Name

Holder fails to correct the deficiencies and return the Response within the aforementioned period, the proceedings shall continue unabated and the Third-Party Decider shall resolve the dispute on the basis of the Response as submitted.

ARTICLE 7. - APPOINTMENT OF THE THIRD-PARTY DECIDER

7.1. The Appointments Committee or the President of CEPANI shall, within 7 calendar days following the receipt of the Response or after the expiry of the term for the submission thereof, appoint a Third-Party Decider from the list of accredited Third-Party Deciders published on the CEPANI website.

7.2. After the appointment of the Third-Party Decider, the Complaint Manager shall inform the Parties of the identity of the Third-Party Decider, as well as of the time period within which the Third-Party Decider is to send the decision to the Complaint Manager.

ARTICLE 8. - INDEPENDENCE OF THE THIRD-PARTY-DECIDER

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

Before accepting his/her appointment, the Third-Party Decider shall complete and sign a statement of availability, acceptance and independence (Annex II). In this statement, the Third-Party Decider discloses in writing to the Complaint Manager the facts and circumstances which might call into question her/his independence in the eyes of the Parties.

If new circumstances arise in the course of the proceedings that could give rise to justifiable doubts as to the independence of the Third-Party Decider, the Third-Party Decider shall immediately communicate those circumstances to the Complaint Manager.

The Complaint Manager has the power to request the Appointments Committee or the President of CEPANI to replace the Third-Party Decider on the basis of this communication.

By accepting the appointment, each Third-Party Decider undertakes to carry out the assignment until its completion in accordance with these Rules.

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

None of the Parties, nor anyone acting on their behalf, may in any way directly or indirectly contact the Third-Party Decider.

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

The Complaint Manager shall send the file by e-mail to the Third-Party Decider upon his/her appointment. A Third-Party Decider may demand the communication of the original documents at any time. In this case, the original documents shall, at the option of the Third-Party Decider, be sent either to the seat of the Complaint Manager where the Third-Party Decider may consult them, or, if exceptional circumstances prevent such consultation, directly to the Third-Party Decider.

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

11.1. The Third-Party Decider shall conduct the proceedings in the manner he/she considers to be appropriate in accordance with these Rules, the Policy of DNS Belgium and the Registration Agreement.

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

11.3. The Third-Party Decider shall ensure that the proceedings take place expeditiously. The Third-Party Decider may upon request by a Party or ex officio - exceptionally - extend the time limits provided for in these Rules or reopen the debates.

11.4. The Third-Decision Decider shall rule on the admissibility, relevance and weight of the evidence.

11.5. The Appointments Committee or the President of CEPANI shall decide on the consolidation of several Complaints, ex officio or at the request of a Party, taking into account the related or indivisible nature of the disputes. This decision shall be final.

ARTICLE 12. - LANGUAGE AND PLACE OF THE PROCEEDINGS

12.1. Unless the Parties agree otherwise, the language of proceedings shall be the language indicated upon registration or renewal of registration of the Domain Name in the WHOIS database of the Registration Authority, available on the website www.dnsbelgium.be. If this information is not available via the WHOIS database on the website www.dnsbelgium.be, it can be requested from the Registration Authority via e-mail to the address legal@dnsbelgium.be. In special circumstances,

the Third-Party Decider may change the language.

12.2. The Third-Party Decider may require that any document sent in a language other than the language of the proceedings be accompanied by a full or partial translation in the language of the proceedings. If the requested translation is not provided, the Third-Party Decider may exclude the document from the debates.

12.3. The place of the proceedings is the seat of the Complaint Manager.

ARTICLE 13. ADDITIONAL SUBMISSIONS - CLOSURE OF DEBATES

The debates are deemed to be closed at the expiration of a period of 7 calendar days after the appointment of the Third-Party Decider. During this period, the Complainant may request the Complaint Manager for an additional term to submit a reply. This request and any documents shall be addressed, in accordance with the provisions of Article 9 of these Rules, to the Complaint Manager, who shall promptly transmit them to the Third-Party Decider. The Third-Party Decider shall decide whether to grant this request and, if necessary, make arrangements for the further course of the proceedings.

If the Third-Party Decider considers the file to be incomplete, he/she may invite the Parties to submit additional information. In doing so, the Third-Party Decider shall always respect the principle of adversarial proceedings.

ARTICLE 14. – ORAL HEARING

The parties shall only be heard if the Third-Party Decider so decides. This shall be done in an adversarial process, in the manner chosen by the Third-Party Decider and preferably by video conference.

ARTICLE 15 - ABSENCE OF RESPONSE BY ONE OF THE PARTIES

If a Party does not respond within the time limits set by these Rules or the Third-Party Decider, the Third-Party Decider may proceed to take the decision.

ARTICLE 16 - DECISION OF THE THIRD-PARTY DECIDER

16.1. The Third-Party Decider shall rule on the Complaint with due regard for the views of the Parties and in accordance with the Policy of DNS Belgium, the Registration Agreement and these Rules.

16.2. The Third-Party Decider shall deliver the decision on the Complaint in "*portable document format*" (pdf) to the Complaint Manager within a period of 14 calendar days after the closure of the debates in accordance with Article 13 of these Rules.

16.3. The decision of the Third-Party Decider shall be signed (electronically) and shall contain the detailed reasons on which it is based, as well as the date on which it was rendered and the identity of the Third-Party Decider.

16.4. If, after examining the case, the Third-Party Decider finds that the Complaint was made in bad faith, the Third-Party Decider shall establish in the decision the abuse of proceedings.

ARTICLE 17 - NOTIFICATION, PUBLICATION AND ENFORCEMENT OF THE DECISION

17.1. Within 7 calendar days following receipt of the decision from the Third-Party Decider, the Complaint Manager shall communicate the full text of the decision to each Party and to the Registration Authority. In this communication, the Complaint Manager shall indicate the date of expiry of the term to file an appeal in accordance with Article 18.1 of these Rules.

17.2. If the Third-Party Decider decides that the Complaint is well-founded and orders to transfer or cancel the Domain Name, the Registration Authority shall implement the decision after the expiry of a period of 14 calendar days from the notification of the decision to the Parties, unless the Domain Name Holder lodges an appeal within this period in accordance with Article 18 of these Rules. In the latter case, the Domain Name shall remain “*on hold*” until the final decision on appeal.

17.3. Unless the Third-Party Decider decides otherwise, the Complaint Manager shall publish the decision on the Complaint Manager’s publicly accessible website: www.cepani.be.

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

18.1. Each Party has the right to appeal the decision of the Third-Party Decider within a period of 14 calendar days from the notification of the decision. The appeal is lodged by submitting a request for appeal and by paying the costs of the appeal (Article 21 of these Rules).

18.2. The request for appeal shall be submitted in “*portable document format*” (pdf). If the appellant wishes to use another transfer system or other formats, the appellant shall first contact the Complaint Manager by e-mail at info@cepani.be to make sure that the Complaint Manager can

receive and read the documents. The request for appeal is only complete if it is submitted by e-mail to the address info@cepani.be (for larger files, the e-mail may refer to an Internet transmission system such as www.wetransfer.com, or any equivalent transmission system) and is prepared in accordance with the form of Annex VI of these Rules.

18.3. The request for appeal shall contain, in addition to the identity of the Parties, the identification number of the decision against which the appeal is lodged and the identity of the Third-Party Decider, a detailed statement of the facts and grounds on which the appeal is based, followed by a legally valid (electronic) signature.

18.4. Within 7 calendar days of the date on which the Complaint Manager receives both the request for appeal and the payment of the costs of the appeal, the Complaint Manager shall notify the other Party of the request for appeal by e-mail. Upon receipt of proof of non-receipt of this communication, the Complaint Manager shall notify the other Party of the request for appeal by registered letter.

18.5. The Party against whom the appeal is lodged may file a reply within a period of 14 calendar days after receipt of the communication. This reply shall contain a detailed account of the facts and grounds of the appeal.

18.6. Within 7 calendar days following receipt of the reply or after the expiry of the term for submission thereof, the Appointments Committee or the President of CEPANI shall appoint, from the list of accredited Third-Party Deciders, a committee of three Third-Party Deciders (the Appeal Committee), one of whom as the chairperson. Each of these Third-Party Deciders must fulfil the conditions of independence set out in Article 8 of these Rules.

18.7. The provisions of Articles 13, 14, 15, 16 and 17 of these Rules shall apply to the Appeals Tribunal, except that:

- in principle, the Appeal Committee must take its decision within 30 calendar days after the closure of the debates;
- the decision of the Appeal Committee is not subject to appeal;
- the decision of the Appeal Committee is signed separately (electronically) by each Third-Party Decider, after which the signed copy is submitted to the Complaint Manager; and
- the Complaint Manager, after receiving the (electronically) signed decision, will send the copy signed by the chairperson to the Parties at a minimum.

ARTICLE 19. - AMICABLE SETTLEMENT OR OTHER MEANS OF TERMINATING THE DISPUTE - IMPEDIMENT OF THE THIRD-PARTY DECIDER

19.1. When the Parties come to an amicable settlement before the Third-Party Decider or the Appeal Committee has taken a decision, they shall inform the Complaint Manager. The Complaint Manager shall in turn inform the Registration Authority and the Third-Party Decider or the Appeal Committee. The Third-Party Decider or the Appeal Committee verifies whether all Parties have accepted the settlement and, if so, declares that the proceedings be closed.

19.2. If, before the Third-Party Decider or the Appeal Committee has rendered the decision, it appears that it is not necessary or impossible for any reason to continue the proceedings, the Third-Party Decider or the Appeal Committee shall announce its intention to terminate the proceedings and declare them terminated within a reasonable period of time thereafter, unless a Party expresses a justified objection within the period of time

imposed by the Third-Party Decider or the Appeal Committee.

19.3. In the event that a Third-Party Decider is prevented from acting for any reason, the Appointments Committee or the CEPANI President shall appoint a replacement and shall inform the Parties accordingly. Where appropriate, the Complaint Manager shall adjust the time limits granted.

19.4. In all the foregoing cases, the costs as defined in Article 21.1 of these Rules shall remain acquired by the Complaint Manager.

ARTICLE 20. - EFFECT OF COURT PROCEEDINGS

20.1. If, prior to or during the proceedings, a lawsuit has been filed before a court concerning the Domain Name, the Third-Party Decider or the Appeal Committee shall decide whether or not to suspend the proceedings in whole or in part.

20.2. If, during the proceedings, a Party commences proceedings before a court, it shall immediately inform the Complaint Manager. It shall also forward a copy of the document instituting the proceedings.

ARTICLE 21. - COSTS

21.1. The costs of the proceedings are determined in accordance with the fee schedule for domain name disputes (Annex I), which forms an integral part of these Rules, and shall be borne by the Complainant. The costs include the fees and expenses of the Third-Party Decider(s) as well as the administrative expenses of Complaint Manager. They must be paid to the Complaint Manager at the same time as the Complaint or the request for appeal is filed.

21.2. The Complaint Manager shall not take any action with regard to the Complaint or the request for appeal as long as the full costs of the proceedings have not been received.

21.3. If, within a period of 10 calendar days after receipt of the Complaint or the request for appeal, the Complaint Manager has not received full payment of the costs, the Complaint or the request for appeal shall be deemed withdrawn.

21.4. If the progress of the proceedings requires special services, the cost of which is not reasonably covered by the costs requested, such services shall only be rendered after the payment by the most diligent party of the amount for additional costs as determined by the Complaint Manager.

21.5. In any event, the amounts already paid shall remain acquired by the Complaint Manager, without prejudice to Article 4.3 of these Rules.

ARTICLE 22. - EXCLUSION OF LIABILITY

Except in cases of willful misconduct or gross negligence, neither i) CEPANI, its directors and officers, nor ii) the Third-Party Decider shall be liable to a Party or to the Registration Authority for any act or omission relating to the proceedings conducted under these Rules.

ARTICLE 23. - GENERAL PROVISIONS

The most recent version of these Rules is available on the CEPANI website (www.cepani.be). CEPANI reserves the right to modify these Rules at any time. A Complaint shall always be governed solely by the Rules in force at the time of its submission.

ANNEXES:

Annex I: Fee schedule

Annex II: Declaration of independence

Annex III: Approved Third-Party Deciders

Annex IV: Complaint form

Annex V: Response form

Annex VI: Form to appeal

Annex VII : Technical provisions

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THE BELGIAN CENTRE FOR **A**RBITRATION AND **M**EDIATION