



# Complaint Resolution Service (CRS)

Policy, Procedure and Complaint Form

## 1. Statement of Purpose

1.1. This Complaint Resolution Service ("Service") provides a transparent, efficient and cost effective way for the public, law enforcement, regulatory bodies and intellectual property owners to have their concerns addressed regarding abuse of a domain or participating TLD Registry Operators network or Registry Services.

1.2. The Service provides a single framework in which cyber-crime, accessibility of prohibited Internet content via a member's network or services and abuse of intellectual property rights are addressed. The framework relies on three tiers of review: immediate action to protect the public interest, amicable complaint resolution lead by an independent Ombudsman, and where applicable, adjudication by an Expert. The CRS provides an efficient and swift alternative to the Courts.

This document should be read in conjunction with the Acceptable Use Policy ("AUP") applicable to the domain / TLD you are considering lodging a complaint against. If after having reviewed the applicable AUP Policy it is determined a violation has occurred, a complaint may be lodged by completing the CoCCA CRS Complaint form.

**NOTE:** IF YOU DO NOT LODGE THE SIGNED COMPLAINT FORM THAT FOLLOWS BELOW ON PAGES 7- 11 OF THIS DOCUMENT, YOUR COMPLAINT WILL NOT BE REVIEWED.

Complaints will be reviewed in accordance with the following Steps:

### Step One | Confirmation / Communication

A CoCCA Complaints Officer ("**CCO**") will review all formally lodged complaints for compliance with the CRS and the applicable AUP. If the CCO considers that the Complaint does not address the matter covered by the AUP, or is unsigned or otherwise violates this Procedure, the Complainant will be promptly notified of the deficiencies identified.

The Complainant shall have five (5) Days from the receipt of notification within which to correct the deficiencies and return the Complaint, failing which the CCO will deem the Complaint to be withdrawn. This will not prevent the Complainant from submitting a different Complaint.

On receipt of the Complaint the CCO will lock domain and associated records until a period of ten (10) Days after the COO and Parties are notified of a Decision by the Ombudsman or and Expert, at which time the domain name may be unlocked.

### Step Two | Immediate Review of Request for Suspension in the Public Interest

On receipt of a properly lodged Complaint, the CCO will initiate a review. When specifically requested by the Complainant the CCO may initiate a Critical Issue Suspension ("**CIS**").

A request for a CIS may be granted in cases where there is a compelling and demonstrable threat to the stability of the Internet, critical infrastructure or public safety. A "critical issue suspension" does not terminate the registrant's rights or their domain license; it simply modifies the NS records in the zone temporarily disabling resolution. All suspensions under the CRS, including a CIS, may be appealed to the

Ombudsman's office for amicable resolution, an Expert Panelist for binding arbitration or a court of competent jurisdiction.

Where the CCO has triggered a CIS, notice will be sent to the Registrant, Administrative Contact, Registrar and Ombudsman within 24 hours of triggering the CIS.

### **Step Three | Formal Notification**

The CCO will send a copy of the Complaint to the Respondent (normally the Registrant and/or Administrative Contact) and the TLD Sponsors designated contact with an explanatory note within 5 days by:

- a) Sending the Complaint by post, fax or e-mail to the Respondent at the contact details shown as the Registrant or any other contacts in the TLD Register for the Domain Name that is the subject of the Complaint.
- b) The CCO may also, at their discretion send the complaint to any addresses provided to the CCO by the Complainant so far as this is practicable.
- c) Except as set forth otherwise, all written communication to a Party or a party's representative under the Policy or this Procedure shall be made by fax, post or e-mail.
- d) Communication shall be made in English, E-mail communications (other than attachments) should be sent in plain text or PDF format so far as this is practicable.

During the course of the proceedings under the CRS, if either Party wishes to change its contact details it must notify the CCO of all changes. However, no change shall be made in the Registrant Information for the Domain Name without mutual agreement of the parties or unless a settlement is reached.

Except as otherwise provided in this Procedure or as otherwise decided by the CCO or if appointed, the Expert, all communications provided for under this procedure shall be deemed to have been received:

- a) if sent by courier, when signed for by the recipient;
- b) if sent via the Internet, on the date that the communication was transmitted

Unless otherwise provided in this Procedure, the time periods provided for under the Policy and this Procedure shall be calculated based on the time zone of the CCO.

Any communication between:

- a) the CCO and any Party shall be copied by the CCO to the other Party and if appointed, the Ombudsman or Expert;
- b) a Party to another Party shall be copied by the sender to the CCO. The CCO will copy such correspondence to the Ombudsman or Expert, if appointed.

### **Commencement of Complaint Resolution Service proceedings**

The CCO will promptly notify the Parties by email of the date of the Commencement of Complaint Resolution Service proceedings. The date and time of transmission of

such email in the time zone of the CCO according to the email header generated by the CCO's transmitting emails system will be the date of Commencement of CRS proceedings.

### **The Response**

Within fifteen (15) Days of the date of Commencement of Complaint Resolution Service proceedings, the Respondent may submit a Response.

The Respondent must send the Response to the CCO signed in electronic form at the addresses set out in the explanatory coversheet. In determining whether a Response was submitted in a timely manner, the date and time of receipt (as determined by the CCO's receiving email server) shall be considered by the CCO as the date and time of submission, provided that such email i) contains a scanned copy of documents which include signatures, ii) contains all attachments, iii) is of a form and format which may be opened by the CCO. The Response shall:

a) include any grounds that the Respondent wishes to rely upon to rebut the Complainant's assertions;

b) specify whether the Respondent wishes to be contacted directly or through an authorized representative, and set out the e-mail address, telephone number, fax number, and postal address which should be used in communications with the Respondent;

c) disclose to the CCO whether any legal proceedings have been commenced or terminated in connection with the Domain Name(s) which is the subject of the Complaint;

d) conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"The information contained in the response is to the best of the respondent's knowledge true and complete and the matters stated in this response comply with the Policy and Procedure and applicable law."

Within (3) Days following the receipt of a signed copy of the Response, the CCO will forward the Response to the Complainant. If the Respondent does not submit a Response, the Domain will be suspended 15 days after the CRS proceedings commence.

### **Reply by the Complainant**

Within five (5) Days of receiving the Respondent's Response from the CCO, the Complainant may submit a Reply to the Respondent's Response, which shall not exceed 2000 words (not including annexes). The Reply should be confined to answering any new points raised in the Response not previously dealt with in the Complaint.

### **Step Four | Amicable Complaint Resolution | Ombudsman**

**No Amicable Complaint Resolution ("ACR") will occur if the Respondent does not file a Response.** Within three (3) Days of the receipt of the Complainant's Reply (or the expiry of the deadline to do so), the CCO will arrange with the Ombudsman's office for Amicable Complaint Resolution to be conducted. ACR will be conducted in a manner that the Ombudsman, at his or her sole discretion, considers appropriate.

Negotiations conducted between the Parties during ACR (including any information obtained from or in connection to negotiations) shall be confidential as between the Parties. Any such information will not be shown to an Expert, should one latter be appointed. Neither the Ombudsman nor any Party may reveal details of such negotiations to any third parties unless a decision- making body of competent jurisdiction orders disclosure. Neither Party shall use any information gained during mediation for any ulterior or collateral purpose or include it in any submission likely to be seen by any court or decision- making body of competent jurisdiction or an arbitral tribunal of competent jurisdiction in this Complaint or any later Complaint or litigation.

If the Parties reach a settlement during the ACR, then the existence, nature and terms of the settlement shall be confidential as between the Parties unless the Parties specifically agree otherwise, a court or decision-making body of competent jurisdiction orders otherwise, or applicable laws or regulations require it.

No binding verbal agreements can be reached as part of the ACR: *any settlement reached by the Parties must be in writing to be enforceable.*

If the Parties did not achieve an acceptable resolution through ACR within ten (10) Days, the Ombudsman will send notice to the Parties that the Complainant has the option to request appointment of an Expert. The Complainant will have ten (10) Days upon receipt of the notice from the Ombudsman to pay the applicable fees to CoCCA if he or she wants to move forward with binding arbitration by an Expert.

#### **Step Five | Appointment of the Expert and Timing of Decision (Optional)**

If the Ombudsman does not receive the Complainant's request to refer the matter to an Expert together with the applicable fees within ten (10) Days, the Complaint will be deemed to have been withdrawn. This will not prevent the Complainant submitting a different Complaint.

Within five (5) Days of the receipt of the applicable fees from the Complainant, the Ombudsman will appoint an Expert on a rotational basis from a list of Experts. An Expert may only be a person named in the CoCCA list of Experts, which the Ombudsman will maintain and publish along with the Experts' qualifications. No Expert's appointment will be challenged on the grounds that they are insufficiently qualified. Once the Expert has been appointed, the Parties will be notified of the name of the Expert appointed and the date by which the Expert will forward, except in the case of exceptional circumstances, his or her decision to the CCO and copy the Ombudsman.

The Expert shall be both impartial and independent before accepting the appointment. During the proceedings the Expert will disclose to the Ombudsman any circumstances giving rise to the justifiable doubt as to their impartiality or independence. The Ombudsman will have the discretion to appoint a substitute Expert if necessary, in which case the timetable will be adjusted accordingly.

In addition to the Complaint, and if applicable the Response, the Reply, any appeal notice and appeal notice response, the Expert may request further statements or documents from the Parties. However, the Expert will not be obliged to consider any statements or documents from the Parties which he or she has not received according to the Policy or this Procedure or which he or she has not requested. The Expert may request a further statement that will be limited to a defined topic but will not be obliged to consider any material beyond that requested.

## **Step Six | Expert Decision**

The Expert will decide a Complaint on the basis of the Policy, the Procedure and the submissions made by the Party. If, in the absence of exceptional circumstances, a Party does not comply with any provision in the Policy, Procedure or any request by the Ombudsman or the Expert, the Expert may draw such inferences from the Party's non-compliance, as he or she deems appropriate.

Unless exceptional circumstances apply, an Expert shall forward his or her Decision to the Ombudsman within ten (10) Days of his or her appointment.

The Decision shall be in writing and signed by the Expert. It will provide the reasons on which the decision is based, indicate the date on which it was made, the place the Decision was made and identify the name of the Expert.

Within three (3) Days of the receipt of a Decision from the Expert, the Ombudsman will communicate the full text of the Decision to each Party via email with the date for the implementation of the Decision in accordance with the Policy.

## **Effect of Court Proceedings**

If, before or during the course of proceedings under the Complaint Resolution Service, the Ombudsman is made aware that legal proceedings have begun in or before an applicable court or decision-making body of competent jurisdiction or an arbitral tribunal of competent jurisdiction, and that such legal proceedings relate to a Domain Name which is the subject of a Complaint, he or she will suspend the Complaint Resolution Service proceedings pending the outcome of the legal proceedings.

A Party must promptly notify the Ombudsman if it initiates or becomes aware of legal proceedings in a court or decision-making body of competent jurisdiction, or arbitral tribunal of competent jurisdiction relating to a Domain Name that is the subject of a Complaint under the proceedings of the Complaint Resolution Service.

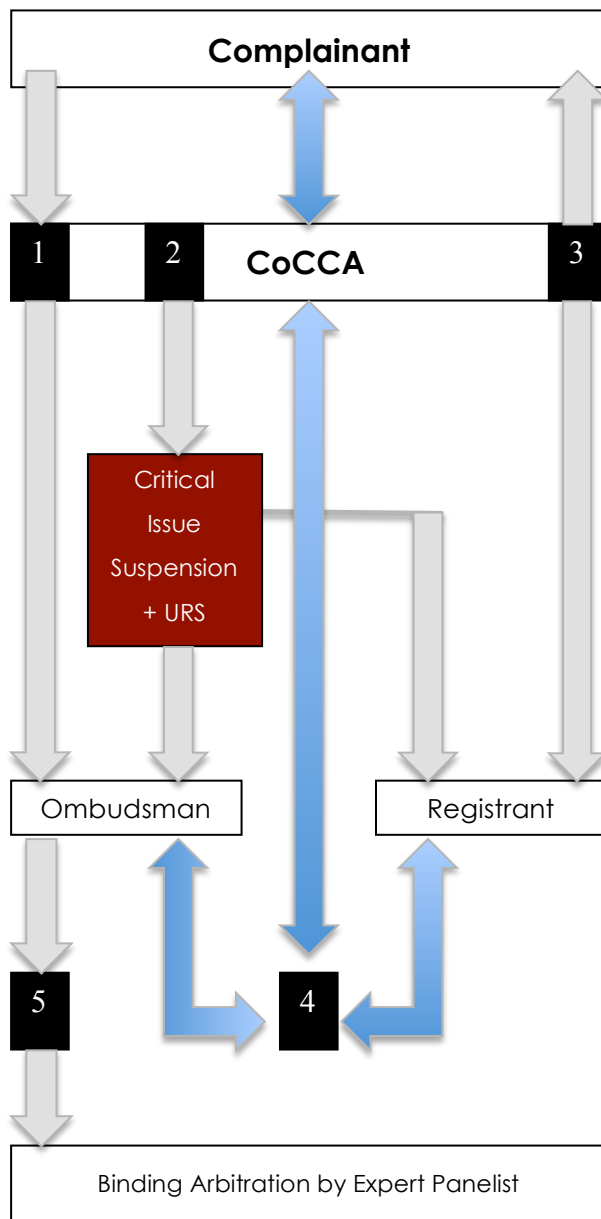
Either party may request, before or during the Complaint Resolution Service Proceedings, an interim measure of protection from a court.

## **Expert Fees**

The applicable fees in respect of the referral of proceedings under the Complaint Resolution Service to an Expert are (in United States Dollars), for Complaints involving 1-5 Domain Names and only one Complainant, \$2500 plus applicable taxes, such as goods and services taxes ("GST"). For Complaints involving 6 or more Domain Names, and / or more than one Complainant, the Ombudsman will set a fee in consultation with the Complainant. Fees are calculated on a cost-recovery basis, and are passed on in their entirety to the Expert(s). CoCCA does not charge for its mediation or administration services in respect of the Complaint Resolution Service.

## **Exclusion of Liability**

Neither CoCCA nor its councilors, officers, members, employees or servants nor any Expert, Mediator or any employee of any Expert or Mediator shall be liable to a Party for anything done or omitted, whether negligently or otherwise, in connection with any proceedings under the Complaint Resolution Service unless the act or omission is shown to have been in bad faith.



**1** A CoCCA Complaints Officer (**CCO**) reviews complaint for compliance. If complaint does not deal with an issue covered by the AUP, is unsigned or otherwise incorrectly filed it is returned to Complainant, no action taken.

**2** If requested, A Critical Issue Suspension (**CIS**) or URS may be triggered by the **CCO**.

**3** Notice sent to involved parties that Complaint Resolution Service Proceedings have commenced.

**4** If registrant responds to the notification of complaint, it is referred by the **CCO** to an Ombudsman for Amicable Complaint Resolution (**ACR**) between involved parties.

**5** If parties do not achieve acceptable resolution through ACR, the appointment of an Expert may be requested.





CRS COMPLAINT FORM

1. COMPLAINANT	
NAME	FIRST <input type="text"/> LAST <input type="text"/>
ORGANIZATION	<input type="text"/>
STREET ADDRESS	<input type="text"/>
	<input type="text"/> APT/PO BOX <input type="text"/>
	CITY <input type="text"/> STATE <input type="text"/>
	COUNTRY <input type="text"/> POST CODE <input type="text"/>
EMAIL	<input type="text"/>
PHONE	<input type="text"/> FAX <input type="text"/>
APPOINT A REPRESENTATIVE: <input type="checkbox"/> YES <input type="checkbox"/> NO You may appoint a Representative to deal with your case. If you wish to do so, place an X in in the YES box above and provide details in step 2.	

2. REPRESENTATIVE (if applicable)	
NAME	FIRST <input type="text"/> LAST <input type="text"/>
ORGANIZATION	<input type="text"/>
STREET ADDRESS	<input type="text"/>
	<input type="text"/> APT/PO BOX <input type="text"/>
	CITY <input type="text"/> STATE <input type="text"/>
	COUNTRY <input type="text"/> POST CODE <input type="text"/>
EMAIL	<input type="text"/>
PHONE	<input type="text"/> FAX <input type="text"/>

### 3. DOMAIN (or glue / resource record)

LEAD DOMAIN AT CENTER OF DISPUTE

#### OTHER DOMAINS

Note that a single complaint can include multiple domain names if the SAME Registrant currently holds them.

I would like to request a Critical Issue Suspension of **CIS** for the following domain(s):

A **CIS** is may be triggered when there is a compelling and demonstrable threat to the stability of the Internet, critical infrastructure or public safety.

### 4. RESPONDENT'S DETAILS

Please provide any of the Registrant's contact details that are known to you.

NAME	FIRST <input type="text"/>	LAST <input type="text"/>
ORGANIZATION	<input type="text"/>	
STREET ADDRESS	<input type="text"/>	
	APT/PO BOX <input type="text"/>	
	CITY <input type="text"/>	STATE <input type="text"/>
	COUNTRY <input type="text"/>	POST CODE <input type="text"/>
EMAIL	<input type="text"/>	
PHONE	<input type="text"/>	FAX <input type="text"/>



## 5. ALLEGED VIOLATION

Specify the **exact ACCEPTABLE USE POLICY (AUP)** provision(s) that you believe the Registrant is violating. You can review the **ACCEPTABLE USE POLICY** at the Top Level Domain's NIC site or at <http://coccaregistry.net> Fill in the space below **OR** attach form to complaint.

## 6. ACTIVITY

Describe in detail the activity performed by the Registrant that you feel is in violation of the **ACCEPTABLE USE POLICY PROVISION** specified above. Fill in the space below **OR** attach form to complaint.

## 7. SUPPLEMENTAL INFORMATION

Provide any other material pertinent to your complaint. This may include specific web pages where alleged violations occur, printed material that may be attached to this form, or any other documentation and evidence. For example, if you are complaining against email spam, attached printed copies of the email with all headers intact to this form.

If you are providing UPDATED information to supplement an existing Complaint Form that has already been submitted, please provide the COMPLAINT REFERENCE NUMBER and fill in any new information since the initial Complaint Form was filed.

## 8. DECLARATION OF COMPLAINT

COMPLAINT REFERENCE NUMBER:

UPDATED INFORMATION: (attached separately)

I, the Complainant, agree that my claims and remedies concerning the registration of the Domain Name, the Complaint, or the Complaint's resolution shall be solely against the Registrant and neither CoCCA nor the CoCCA Member, any Registrar or Expert or Mediator, nor will any of those entities' councilors, officers, members, employees or servants be liable for anything done or omitted in connection with any proceedings under the Complaint Resolution Service unless the act or omission is shown to have been in bad faith.

The information contained in this complaint is to the best of my knowledge true and complete. This complaint is not being presented in bad faith, nor is its dominant purpose other than resolving a violation of the AUP. The matters stated in this complaint comply with the Policy and Procedure outlined above and applicable law. I agree to the terms of the Complaint Resolution Services Policy and Procedure, and agree to be bound by any resulting Decision, subject to any rights of review or appeal.

NAME (print)

SIGNATURE

DATE (at location of execution)

## 9. NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

Fill out this portion of the Complaint Form **ONLY** if you allege that a registrant is committing copyright infringement. ALL INFORMATION MUST BE COMPLETED IN THIS SECTION FOR THE NOTIFICATION OF CLAIMED COPYRIGHT TO BE EFFECTIVE.

- I. Provide the name and signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed:

NAME

TITLE

SIGNATURE

- II. Identify the copyright work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by this notification of claimed infringement, a representative list of such works. Please attach any documentation.
- III. Identify the material that is claimed to be infringing or the subject of infringing activity that is to be removed or access to which is to be disabled and information reasonably sufficient to permit CoCCA to locate the material. Please attach any documentation.
- IV. A complainant who wishes to notify CoCCA of claimed copyright infringement must execute the following declaration:

*I, the complainant referenced above, declare that I have good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law. The information contained in this Complaint and specifically in this Notification of Claimed Copyright Infringement is accurate. I am authorized to act on behalf of the owner of an exclusive right that is already infringed. I swear under the penalty of perjury that the foregoing is true and correct.*

NAME

SIGNATURE

DATE (at location of execution)

## **CONTACT**

Scan and email all documents to [crs@coccaregistry.net](mailto:crs@coccaregistry.net)

**OR**

Send via post to  
11a Wynyard Street  
Devonport, Auckland  
New Zealand

+64 [0] 9 446 6370

