



DISPUTE POLICY – DOT DM Corporation

Commonwealth of Dominica ccTLD (.dm)

Last Modified: 1 June 2010 V1.0

This **DISPUTE POLICY** ("Policy") is incorporated by reference into the DOT DM Corporation ("DOT DM") Registration Agreement.

This Policy applies to registration of .dm domain names and to disputes between Users and any third parties in relation to infringement of any rights of such third parties arising from the registration of .dm domain names.

DOT DM will register .dm country code Top Level Domain names ("ccTLDs"), and handle disputes concerning the same as follows:

1. **DOT DM's Automated Registration Process.** DOT DM contracts the maintenance of the master database for the .dm ccTLD, and is responsible for accreditation of registrars who process applications to register second level and prescribed third level .dm domain names (each .dm domain name is herein referred to as a "Domain"). Any natural person over the age of 18 years, and any legally recognized entity, is eligible to register a Domain through DOT DM and become the "Registrant" of the respective Domain. A prospective registrant may register any .dm Domain provided the requested Domain is not already registered or administratively unavailable. Once the Domain is registered, for the agreed term, no other party will be permitted to register the same Domain and the Registrant will have an exclusive licence for use of the Domain, subject to any order of a Court in an applicable Jurisdiction to the contrary, so long as the Registrant pays its fees for the Domain, and complies with all DOT DM Policies and the DOT DM Registration Agreement.

2. **DOT DM Is Not Liable for Domain Infringing Rights of Third Parties.** DOTDM is not liable or otherwise responsible for loss or damages or the potential for irreparable harm caused by use, display, exploitation, or registration of a Domain that may infringe upon a third party's rights, defame, cause a likelihood of deception or confusion among consumers, or in any other way injure or offend any party. By way of example, and not limitation, DOT DM is not liable for any claim or damages arising out of registration, display, exploitation, or use of a Domain that may infringe upon, tarnish, blur, or dilute the distinctiveness of a trademark, nor is DOT DM liable for a Domain that is identical or confusingly similar to the name of a famous person or the trade name of a well known enterprise. DOT DM may take action in accordance with the DOT DM Acceptable Use Policy ("AUP") when the *use* of a Domain infringes the provisions and requirements of the AUP. In the event that a dispute arises with a third party with respect to rights to a Domain, the Registrant shall indemnify and hold harmless DOT DM; pursuant to the terms and conditions of the DOT DM Registration Agreement.

3. **Consumer Protection; Fair Trading Practices.** If the Registrant is using a .dm domain to sell goods or services over the Internet, it may be required under certain applicable Laws to publicly provide sufficient and accurate contact details on such website so that consumers have the ability to contact the seller of such goods or services. In the event that a .dm domain name registrant does not follow such Laws and recommendations, DOT DM will provide the contact details for the registrant in accordance with Section 5 below.

4. **Domain Contact Information Request in the event of Domain Disputes.** Any person, entity or third party who believes that registration of a Domain has been obtained by the Registrant in contravention of the third party's legal rights, or that a Domain is being, or has been, used in contravention of such party's legal rights should complete a Dispute Policy Enforcement Form. DOT DM will provide Registrant information to a third party provided the request is consistent with the DOT DM Privacy Policy. A nominal administration fee may apply. The notice should be delivered according to notice provision, Section 8 below, and should be signed by the Requesting Party or its counsel. The notice must provide: (i) the Domain subject to the dispute, and (ii) the nature of the dispute, including legal causes of action and factual basis supporting the Requesting Party's claims.

5. **Dispute Resolution.**

DOT DM will not resolve, or in any other way become involved in, a dispute between a Registrant and a third party (e.g., DOT DM will not act as an arbiter or mediator of a dispute). Moreover, DOT DM will not suspend or cancel a Domain, transfer registration of a Domain, nor place a Domain on hold without a court order so directing, or without the Registrant's voluntary relinquishment or transfer of the Domain, unless the *use* of the Domain is deemed at the sole discretion of DOT DM, to be a violation of the provisions and requirements of the AUP and terms of use of the DOT DM Network. If any person, entity or third party who believes that registration of a Domain has been obtained by the Registrant in contravention of the third party's legal rights, or that a Domain is being, or has been, used in contravention of such party's legal rights, such third party may commence legal proceedings against the Registrant in a court in a relevant jurisdiction, seeking orders for the cancellation or transfer of the Domain. DOT DM should not be named as a party to any such proceeding, and no cause of action should lie against DOT DM in such event.

6. **Compliance with Court Orders.** DOT DM will comply with valid court order(s) of a court in a relevant jurisdiction relating to a Domain when the court order (i) is signed by a judge, magistrate, or commissioner; (ii) identifies a specific Domain; (iii) unambiguously describes action that the court directs to be taken with respect to that specific Domain; and (iv) names the Registrant of the subject Domain; and which (v) DOT DM has the technical and legal ability to carry out. Any party that wishes for DOT DM to take action in accordance with a court order should deliver the respective order to DOT DM pursuant to the notice provision of Section 8 below. The order should not name DOT DM as a party. In the event that a court order is delivered to DOT DM which does not meet the requirements of this Section 6 (e.g., an order signed by a clerk of court but not a judge; an ambiguous order; etc.), such order shall be deemed defective or invalid. DOT DM will notify the delivering party about the defect(s) in the order, and request that the delivering party move the court for an amended order which cures the defect(s).

7. **Notices.** Notices to DOT DM shall be delivered by registered or certified Mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

DOT DM Corporation
P.O. BOX 2102
Roseau
Commonwealth of Dominica
Tel: +1 767 448 1531

Faxes may be sent to +1 767 448 5015 to notify of impending action but no formal action will be initiated until signed originals are received.

Notices mailed by registered or certified official mail of a country shall be deemed delivered on receipt.