
Global Services Specification V1.0

Appendix D: GRS Dispute Resolution Policy (GDRP)

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Global XRI Dispute Resolution Policy

1. Purpose. This Global XRI Dispute Resolution Policy (the "**Policy**") has been adopted by XDI.org ("**XDI.org**") for incorporation by reference into the Terms of Use governing your I-Name and/or I-Number ("**XRI**"), and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the "**I-Broker**") over the registration and use of an XRI registered by you. Proceedings under Paragraph 5 of this Policy will be conducted according to the Rules for XRI Dispute Resolution (the "Rules of Procedure"), and the selected dispute resolution service provider's supplemental rules.

2. Definitions.

"Complainant" means the party initiating a complaint concerning an XRI registration.

"Confidential Contact Data" means the Registrant supplied contact information held by a Contact Data Custodian that is to be used only by a Contact Agent to provide notice of certain claims and disputes pertaining to a Registrant's XRI pursuant to the GSS dispute resolution policy.

"Contact Agent" shall mean an XDI.org accredited and registered agent who provides Registrant notice using Confidential Contact Data of certain claims and disputes pertaining to a Registrant's XRI pursuant to the GSS dispute resolution policy. In no event shall the Contact Agent be owned or controlled, in whole or in part, by I-Broker. If I-Broker does not designate a specific Contact Agent for XRIs sponsored by I-Broker, the default Contact Agent shall be XRI Contact Services, Inc.

"Contact Data Custodian" means an XDI.org+ accredited and registered holder of Confidential Contact Data. In no event shall the Contact Data Custodian be owned or controlled, in whole or in part, by I-Broker. If I-Broker does not designate a specific Contact Data Custodian for XRIs sponsored by I-Broker, the default Contact Data Custodian shall be NeuStar, Inc.

"Global Service Specification" or "GSS" shall mean the specifications published by XDI.org governing the operation of operation of services offered by XDI.org and its authorized agents. The GSS is set forth at <http://gss.xdi.org>.

"You" and "your" refers to the registrant for any I-Name Service.

"We," "us," and "our" refers to XDI.org, the Registry Operator, I-Brokers, and any XDI.org accredited I-Name service provider, and any of their respective contractors, suppliers, affiliates, agents, assigns, employees, officers, directors, and shareholders.

3. Your Representations. By applying to register an XRI, or by asking us to maintain or renew an XRI registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) your Confidential Contact Data was accurate at the time of registration and you will use good faith efforts to update your Confidential Contact Data should that information change; (c) you acknowledge and agree that notice delivered to your most recent Confidential Contact Data shall be considered effective notice with respect to disputes relating to any XRI that you register, and you waive any and all claims, demands, and causes of action in any jurisdiction that such notice was ineffective, defective, or insufficient; (d) to your knowledge, the registration of the XRI will not infringe upon or otherwise violate the rights of any third party; (e) you are not registering the XRI for an unlawful purpose; and (f) you will not knowingly use any XRI in violation of any applicable laws or regulations. It is your responsibility to determine whether your XRI registration infringes or violates someone else's rights.

4. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to XRI registrations under the following circumstances:

- a. subject to the provisions of Paragraph 9, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by XDI.org. (See Paragraph 5(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to an XRI registration in accordance with the terms of your Registration Agreement or other legal requirements.

5. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the XDI.org administrative-dispute-resolution service providers ("**Provider**").

- a. Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party complainant (a "**Complainant**") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your XRI is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(ii) you have no rights or legitimate interests in respect of the XRI; and

(iii) your XRI has been registered or is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 5(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration or use of an XRI in bad faith:

(i) circumstances indicating that you have registered or you have acquired the XRI primarily for the purpose of selling, renting, or otherwise transferring the XRI registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented registration costs directly for the XRI; or

(ii) you have registered the XRI in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding XRI, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the XRI primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the XRI, you have intentionally attempted to attract, for commercial gain, XRI users to a network resource such as a web site, web service, telephone service or other network endpoint, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your network resource or associated product or service; or

(v) you have registered an XRI, the GCS character string of which corresponds to a domain name that you do not own or have authorization to register.

c. How to Demonstrate Your Rights to and Legitimate Interests in the XRI in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the [Rules of Procedure](#) in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the XRI for purposes of Paragraph 5(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the XRI or a name corresponding to the XRI in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the XRI, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the XRI, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by XDI.org by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 5(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The [Rules of Procedure](#) state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "*Administrative Panel*").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by XDI.org.

g. Fees. All fees charged by a Provider and by the Contact Agent in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as

provided in Paragraph 5(b)(iv) of the [Rules of Procedure](#), in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel except to the limited extent that a Contact Agent shall provide you with notice of the dispute via your most recently updated Confidential Contact Data as resident with the Contact Data Custodian. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your XRI or the transfer of your XRI registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to an XRI you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 5 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your XRI registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the [Rules of Procedure](#). (In general, that jurisdiction is either the location of our principal office or of your address. See Paragraphs 1 and 3(b)(xiii) of the [Rules of Procedure](#) for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your XRI.

6. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your XRI registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 5 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

7. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your XRI. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

8. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any XRI registration under this Policy except as provided in Paragraph 4 above.

9. Transfers During a Dispute.

a. Transfers of an XRI to a New Holder. You may not transfer your XRI registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 5 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your XRI unless the party to whom the XRI registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of an XRI registration to another holder that is made in violation of this subparagraph.

b. Changing I-Brokers. You may not transfer your XRI registration to another I-Broker during a pending administrative proceeding brought pursuant to Paragraph 5 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your XRI registration to another I-Broker during a pending court action or arbitration, provided that the XRI you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer an XRI registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the XRI dispute policy of the I-Broker from which the XRI registration was transferred.

10. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of XDI.org. We will post our revised Policy at [URI TBD] at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by

the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any XRI registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your XRI registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your XRI registration.