

**THE ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE
SUPPLEMENTAL RULES TO THE INTERNET CORPORATION FOR ASSIGNED
NAMES AND NUMBERS (ICANN) REGISTRAR TRANSFER DISPUTE
RESOLUTION POLICY**

**THE SUPPLEMENTAL RULES
(IN EFFECT AS OF 1 December 2016)**

Article 1. Definitions

1. "The Policy" means the Registrar Transfer Dispute Resolution Policy as implemented by ICANN on 1 December 2016.
2. "The Supplemental Rules" mean these Rules which are supplemental to the Policy and are adopted by the Asian Domain Name Dispute Resolution Centre (ADNDRC) to assess a Complaint regarding a dispute contemplated in the Policy and administer related proceedings in conformity with the Policy and where required supplement it.
3. "The Centre" means the Asian Domain Name Dispute Resolution Centre (ADNDRC) organised and existing under the Laws of Hong Kong, jointly managed and operated by the China International Economic and Trade Arbitration Commission (CIETAC), the Hong Kong International Arbitration Centre (HKIAC), Korean Internet Address Dispute Resolution Committee (KIDRC) and Kuala Lumpur Regional Centre for Arbitration (KLRCA) with its Beijing Office managed and operated by CIETAC, its Hong Kong Office managed and operated by HKIAC, its Seoul Office managed and operated by KIDRC and its Kuala Lumpur Office managed and operated by KLRCA.
4. "Relevant Office of the Centre" shall mean the Beijing Office, the Hong Kong Office, the Seoul Office, or the Kuala Lumpur Office of the Centre, as the case may be, or, as the context may require.
5. Any terms defined in the Policy shall have the same meaning in the Supplemental Rules.

Article 2. Scope

1. The Supplemental Rules are to be read and used in connection with the Policy.
2. The Centre shall use the Policy and the Supplemental Rules in connection with any Complaint submitted to it and any proceedings related thereto.

Article 3. Communications between Parties and the Centre

Unless otherwise agreed beforehand with the Relevant Office of the Centre, any submission that may or is required to be made to the Relevant Office of the Centre pursuant to the Policy and the Supplemental Rules may be made electronically via the Internet. For any electronic submission and communications to the Relevant Office of the Centre, the following addresses shall be used:

- if to the Beijing Office: cietac@adndrc.org
- if to the Hong Kong Office: hkiac@adndrc.org
- if to the Kuala Lumpur Office: klrca@adndrc.org
- if to the Seoul Office: kidrc@adndrc.org

Each Relevant Office of the Centre shall maintain an archive of all communications received or required to be made by it under the Policy and the Supplemental Rules for a period of one year from the date of filing an initial Complaint from a Complainant. Subsequently, all communications and documentation received shall be destroyed.

Article 4. Appointment of Case Administrator

1. When a Complaint is sent by the Relevant Office of the Centre to a Respondent, the Relevant Office of the Centre shall notify the Parties of the name and contact details of the Case Administrator responsible for the administration of the proceedings commenced by the Complaint.
2. Communication between the Panelist(s) and the Parties shall be coordinated through the Case Administrator.

Article 5. Communications between Parties and the Panel

1. Where a Party intends to send any communications to the Panelist(s), such communications shall be addressed through the Relevant Office of the Centre.
2. Where a Party sends any communications to the Relevant Office of the Centre, it shall at the same time send a copy to the other Party with verification of service lodged with the Relevant Office of the Centre.

Article 6. Limits on Description of Written Statements

1. No written document submitted by a Party in a proceeding under the Policy and the Supplemental Rules shall exceed 3,000 words. Parties are required to observe this as the Panel in its entire discretion shall have liberty to ignore those words exceeding the maximum stated limit.
2. There shall be no set word limit in regard to a Panel Decision.

Article 7. The Complaint

1. A Complainant shall have the right to select either the Beijing Office, the Hong Kong Office, the Kuala Lumpur Office, or the Seoul Office of the Centre to administer an administrative proceeding in regard to a dispute contemplated in the Policy initiated by a Complaint filed by a Complainant. Such choice shall be made by the Complainant at the time the Complainant submits a Complaint; and such choice shall be final and binding on the Complainant and the Respondent.
2. In the circumstances set out in Paragraph 3.1 of the Policy, the Complainant shall be required to send its Complaint in electronic form to the Relevant Office of the Centre using Form Fil under the cover of the "Request For Enforcement Transmittal Coversheet".
3. The Complainant shall provide a copy of the Complaint to the Respondent at the same time as it submits the Complaint to the Relevant Office of the Centre.
4. The administrative proceedings will be deemed to have commenced on the date that the Relevant Office of the Centre forwards the Complaint to the Respondent.

Article 8. The Response

1. In accordance with the Paragraph 2 and Paragraph 3.2 of the Policy, the Respondent shall submit a Response using Form R-Fil to the Relevant Office of the Centre within seven (7) days of the date of commencement of the administrative proceedings.
2. In accordance with Paragraph 3.2.2 of the Policy, at the request of the Respondent the Centre may, in exceptional cases, extend the period of time for the filing of the Response, but in no case may the extension be more than five (5) calendar days. The period may also be extended for any mutually agreed period of time by written stipulation between the Parties, provided the stipulation is approved in writing by the Relevant Office of the Centre.
3. The Respondent shall provide a copy of the Response in electronic form to the Complainant at the same time as it submits the Response to the Relevant Office of the Centre.
4. In accordance with Paragraph 3.2.3 of the Policy, if a Respondent does not submit a Response within the period of time called for in the Policy and the Supplemental Rules, in the absence of exceptional circumstances, the appointed Panel of the Relevant Office of the Centre shall decide the dispute based upon the Complaint.

Article 9. Panelist(s) Appointment Procedures

1. The Centre shall maintain and publish a list of Panelist(s) and their qualifications. Any Party may refer to the Centre's website at <http://www.adndrc.org> for details. For administrative proceedings under the Policy and the Supplemental Rules, the Relevant Office of the Centre shall appoint suitable person(s) from the list, having regard to:
 - a. the nature of the dispute;
 - b. the availability of the Panelist(s);
 - c. the identity of the Parties;
 - d. the independence and impartiality of the Panelist(s);
 - e. any stipulation in the relevant Registration Agreement; and
 - f. any suggestion made by the Parties themselves in accordance with Paragraph 7 of the Supplemental Rules.
2. If neither the Complainant nor the Respondent has elected a three-member Panel, the Relevant Office of the Centre shall appoint, within five (5) calendar days following receipt of the Response by the Relevant Office of the Centre, or in the lapse of the time period for the submission thereof, a single Panelist from the Centre's list of Panelists.
3. If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Relevant Office of the Centre shall appoint three Panelists in accordance with the procedures identified in Article 9.5 of the Supplemental Rules. The fees for a three-member Panel shall be paid in accordance with Article 14 of the Supplemental Rules.
4. Unless it has already elected to have a three-member Panel, the Complainant shall submit to the Relevant Office of the Centre the names and contact details of three candidates to serve as one of the Panelists. This list must be submitted to the Relevant Office of the Centre within five (5) calendar days

after the Relevant Office of the Centre indicates that the Respondent has submitted its three-member Panel list. These candidates should be drawn from the Centre's list of Panelists.

5. In the event that either the Complainant or the Respondent elects a three-member Panel, the Relevant Office of the Centre shall endeavor to appoint one Panelist from each of the lists of candidates provided by the Complainant and the Respondent. In the event the Relevant Office of the Centre is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either or both of the Party's list of candidates, the Relevant Office of the Centre shall make such appointment(s) from the Centre's list of Panelists. The third Panelist shall be appointed by the Relevant Office of the Centre from a list of five candidates submitted by the Relevant Office of the Centre to the Parties. The Relevant Office of the Centre's selection from among the five will be made in a manner that reasonably balances the preferences of both Parties. The Parties may specify their choice of Panelist to the Relevant Office of the Centre by ranking the list of Panelists in accordance to the Parties preferences within five (5) calendar days of the Relevant Office of the Centre's submission of the five-candidate list to the Parties.
6. Once the entire Panel is appointed, the Relevant Office of the Centre shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its Decision on the Complaint to the Relevant Office of the Centre.

Article 10. Impartiality and Independence

1. The Panelist(s) shall be and remain at all times wholly independent and impartial, and shall not act as advocate for any Party during the proceedings.
2. Prior to the appointment of any proposed Panelist(s), and after such appointment, should the circumstances warrant it the Panelist(s) shall declare in writing to the Parties and the Relevant Office of the Centre any circumstances which are likely to create an impression of bias or prevent a prompt resolution of the dispute between the Parties. Except by written consent of the Parties, no person shall serve as a Panelist in any dispute in which that person has any interest, which, if a Party knew of it, might lead the Party in question to think that the Panelist might be biased.
3. After a Panelist has been appointed but before rendering a Decision, a Panelist dies, is unable to act, or refuses to act, the Relevant Office of the Centre shall, upon request by either Party, appoint a replacement Panelist.

Article 11. Panel Decision

1. A Panel shall make its Decision in writing and shall state the reasons upon which the Decision is based. The Decision shall be dated and signed by the Panelist(s) according to the requirements set forth in Paragraph 3.1 and Paragraph 3.2.4 of the Policy.
2. In accordance with Paragraph 3.2.4 of the Policy, the Panel shall forward its Decision to the Relevant Office of the Centre within thirty (30) days of its

appointment. In exceptional circumstances, the Relevant Office of the Centre may extend the time as required for the Panel to forward its Decision.

3. The Relevant Office of the Centre shall within three (3) calendar days of its receipt of a Decision from a Panel forward copies of the Decision to the Parties and the concerned Registry.

Article 12. Correction of Panel Decision

1. Within seven (7) days of receiving the Decision, a Party may by written notice to the Relevant Office of the Centre and the other Party requests the Panel to correct any errors in computation, any clerical or typographical errors or any errors of a similar nature in the Decision. Any such corrections shall be given in writing by the Panel to the Parties and the Relevant Office of the Centre and shall become a part of the Decision.
2. The Panel may correct any errors in a Decision on its own initiative of the type referred to in Article 12.1 above within seven (7) days of the date of the Decision being rendered.
3. Any errors of the type referred to Article 12.1 which are not corrected in accordance with Article 12.1 or 12.2 may be corrected by the Relevant Office of the Centre.

Article 13. Publication of Panel Decision

The Relevant Office of the Centre shall submit the Decision of the Panel to the Parties, the concerned Registry and ICANN. Unless the Panel determines otherwise, the Relevant Office of the Centre shall publish the full Decision on the Centre's Web site, listing:-

1. the Domain Name that is in dispute and is the subject of a Complaint;
2. the case number;
3. the date the administrative proceedings officially began in accordance with the Article 7.2 above.
4. the Decision rendered by the Panel in accordance with Paragraph 3.2.4 and Paragraph 3.5 of the Policy.

Article 14. Fees (US Dollars)

1. The applicable fees for documents only administrative procedure are specified as follows:-

Number of Domain Name involved in the Complaint	Fee for Panelists		ADNDRC's Administrative Fee	Total Fees	
	Single Panelist	Three Panelists		Single Panelist	Three Panelists
1 to 2 domain names	US\$700	Presiding Panelist: US\$1,000 Each Co-Panelist: US\$600	US\$600	US\$1,300	US\$2,800

3 to 5 domain names	US\$900	Presiding Panelist: US\$1,200 Each Co-Panelist: US\$700	US\$700	US\$1,600	US\$3,300
6 to 9 domain names	US\$1,100	Presiding Panelist: US\$1,400 Each Co-Panelist: US\$800	US\$800	US\$1,900	US\$3,800
10 domain names or more	(to be determined by the Relevant Office of the Centre)				

2. Fees to be paid to the Relevant Office of the Centre in accordance with the Supplemental Rules shall be paid by draft made payable to "China International Economic and Trade Arbitration Commission" in the event the proceedings are to be administered by the Centre's Beijing Office, "Hong Kong International Arbitration Centre" in the event the proceedings are to be administered by the Centre's Hong Kong Office, "Kuala Lumpur Regional Centre for Arbitration" in the event the proceedings are to be administered by the Centre's Kuala Lumpur Office, or "Korean Internet address Dispute Resolution Committee" in the event the proceedings are to be administered by the Centre's Seoul Office. All fees to be paid are in US Dollars.
3. The Complainant shall be responsible for paying the total fees within ten (10) days of submitting the Complaint to the Relevant Office of the Centre. The said fees are at the disposal of the Relevant Office of the Centre in accordance with Paragraph 3.3 of the Policy.
4. If the Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in Article 14 of the Supplemental Rules. This payment shall be made to the Relevant Office of the Centre within seven (7) days after receipt of the Complaint by the Respondent. The portion of the paid applicable fee for the three-member Panel will be refunded to the prevailing Party and the losing Party must submit to the Relevant Office of the Centre the outstanding balance of the applicable fee within fourteen (14) calendar days of the publication of the Decision. In the event that the required payment for appointing a three-member Panel is not made by the Respondent, the dispute shall be decided by a single-member Panel.
5. The said fees do not include any payments that might have to be made by a Party to a lawyer representing a such Party.
6. All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the Relevant Office of the Centre shall be the responsibility of the Party making the payment.
7. The losing Party shall bear the costs of the dispute resolution process in accordance with Paragraph 3.3 of the Policy.

Article 15. Exclusion of Liability

1. Without prejudice to any existing rule of law, no Panelist shall be liable to any Party, a concerned Registrar, or ICANN for any act or omission in connection with an administrative proceeding conducted under the Policy and the Supplemental Rules, save in the case of fraud, dishonesty or deliberate wrongdoing.
2. Without prejudice to any existing rule of law, the Centre, its officers, and its staff, shall not be liable to any Party, a concerned Registrar, or ICANN for any act or omission in connection with any administrative proceedings conducted under the Policy and the Supplemental Rules, save in the case of fraud, dishonesty, or deliberate wrongdoing.

Article 16. Miscellaneous

1. Words importing the singular number only shall include the plural and the converse shall also apply.
2. Words importing the masculine gender shall include the feminine gender and the converse shall also apply.

Article 17. Amendments

Subject to the Policy, the Centre may amend these Supplemental Rules at its sole discretion from time to time. The amended Supplementary Rules shall come into force at the time of its publication on the Centre's Web site.

Article 18. Interpretation

These Supplementary Rules are subject to the interpretation of the Centre.