

**Resolution No. (6) of 2021**  
**On Issuing the Regulation for Settling Disputes Related to the**  
**Registration of Domain Names, Trademarks and Trade Names**

**The Minister of Transportation and Telecommunications:**

After perusing the Telecommunications Law, promulgated by Legislative Decree No. (48) of 2002, as amended by Legislative Decree No. (38) of 2017;

The Electronic Communications and Transactions Law promulgated by Legislative Decree No. (54) of 2018, particularly paragraph (d) of Article (25) thereof;

The Decree No. (33) of 2019 defining the government entity that shall undertake registering the domain names and collecting the due fees;

The Resolution No. (11) of 2018 on Organizing the Registration and Utilization of Domains for Levels Two and Three, within the Framework of Domain's Name of the Kingdom of Bahrain;

The Resolution No. (5) of 2021, on Issuing the Rules of Domain Names of the Kingdom of Bahrain;

After seeking the opinion of the competent authorities; and

Upon approval of the Council of Ministers;

The following has been decreed:

**Article One**

The Regulation for Settling the Disputes Related to the Registration of Domain Names, Trademarks, and Trade Names, shall be in force.

**Article Two**

This resolution shall be published in the Official Gazette and shall come into force on the following day of publication thereof.

**Transportation and Telecommunications Minister**  
**Kamal bin Ahmed Mohammed**

**Issued on: 23 Dhū al-Ḥijjah 1442**  
**Corresponding to: 2 August 2021**

# The Regulation for Settling the Disputes Related to the Registration of Domain Names, Trademarks and Trade Names

## Chapter One General Provisions

### Article (1) Definitions

In implementing the provisions of these Rules, the words and expressions contained therein shall have the same meanings assigned thereto in Resolution No. (11) of 2018 on Organizing the Registration and Utilization of Domains for Levels Two and Three, within the Framework of Domain's Name of the Kingdom of Bahrain and the Resolution No. (5) of 2021 on Issuing the Rules of Domain Names of the Kingdom of Bahrain. The following words and expression shall have the meanings assigned thereto hereunder, unless the context otherwise requires:

**The Authority:** The Telecommunications Regulatory Authority (TRA). **The Accredited Registrar:** The entity through which the Domain Name, subject of the complaint, has been registered.

**Locking the Domain Name:** The measures taken by the Authority against the Domain Name, subject of the complaint, to prevent any modifications to it.

**Agreement of Domain Name Holder:** The agreement concluded between the Accredited Registrar and the Domain Name Owner that includes the terms and conditions for using the Domain Name.

**Dispute Resolution Proceedings:** Proceedings for settling the disputes related to Domain Name registration, stipulated herein.

**The Complainant:** The party filing a complaint related to the registration of Domain Names.

**The Respondent:** The Domain Name Holder against whom the complaint is filed.

**The Provider:** The Provider of dispute settlement service approved by the Internet Corporation for Assigned Numbers and Names (ICANN) and declared as a competent Provider to settle the disputes related to the registration of Domain Name of the Kingdom of Bahrain on the Authority's website.

**Panelist :** The person appointed by the Provider to be a member of the arbitration panel.

**The Supplementary Rules:** The rules approved by the Provider for the purpose of managing and completing the dispute settlement proceedings. Such rules shall be compliant with this regulation, including for example fees, word and page limits, instructions, size of files, form formats, means of communication with the Provider and the TRA, and the form of the cover.

**Written Notice:** A written notice sent by the Provider to the Defendant , to the effect that a complaint has been filed against the Defendant and that the dispute settlement proceedings have been initiated. The notice shall indicate that the Provider has sent a copy of the complaint and the attachments thereof electronically to the Defendant , without including a printed copy of them.

#### **Article (2)**

The appendix attached to this Regulation shall be an integral part thereto.

#### **Article (3)**

##### **Scope of Regulation**

The provisions of this Regulation shall apply to any dispute between the Domain Names Holder and any other party regarding the registration or use of the Domain Name of the Kingdom of Bahrain.

The provisions of this Regulation, however, shall not apply to the disputes to which the Authority and the Accredited Registrar are party to.

#### **Article (4)**

##### **Acknowledgments of Domain Name Holder**

A- By applying for the registration of the Domain Name or during the use or renewal thereof, the Domain Name Holder acknowledges that:

- 1- The data and information related to the registration of the Domain Name are complete and accurate.
- 2- The registration and use of the Domain Name shall not violate, directly or indirectly, the rights of others.

3- The compliance with the laws, rules, and proceedings applicable to Domain Names in the Kingdom of Bahrain.

B- The Domain Name Holder shall be responsible for determining whether the Domain Name infringes the rights of others or not.

#### **Article (5)**

#### **Locking of the Domain Name**

A- The Authority may lock the Domain Name in any of the following cases:

1- Upon receiving a written application from the Domain Name Holder or the authorized agent thereof.

2- Upon receiving a request from a competent court.

3- Upon receiving a request from a competent arbitration panel, provided the Domain Name Holder is a party to the arbitration.

B- The Authority may take any other measures against the Domain Name, in accordance with the terms of the Agreement of the Domain Name Holder or any other legal requirements.

### **Chapter Two**

#### **Proceedings for Settling the Disputes Related to Domain Name Registration**

#### **Article (6)**

#### **Proceedings for Settling Mandatory Disputes**

The Standard Proceedings for Resolving Domain Name Registration Disputes set forth in the appendix attached hereto, which satisfy the cases of filing a complaint stipulated in Article (7) of this Regulation, shall be applied.

#### **Article (7)**

#### **Filing a Complaint**

A complaint shall be submitted to the Provider in accordance with the Agreement of Domain Name Holder, in one of the following cases:

A- The Domain Name is identical or similar to a trademark or service mark to which the Complainant has rights, which may cause ambiguity.

B- The Domain Name Holder does not have legal rights or interests related to the Domain Name.

C- Registering and using the Domain Name in bad faith. This includes without limitation the following cases:

- 1- Registering or obtaining a Domain Name for the purpose of selling, leasing or transferring it to the Complainant who is considered the owner of the trademark or service mark, or to the competitors of the Complainant , in return for a financial compensation that greatly exceeds the costs of obtaining the Domain Name.
- 2- Registering the Domain Name to prevent the owner of the trademark or service mark from using the Domain Name that reflects the trademark thereof, provided this act is done repeatedly.
- 3- Registering the Domain Name for the sole purpose of disrupting the business of competitors.
- 4- Using the Domain Name with the intention of achieving commercial gains by causing potential confusion between the Domain Name and the trademark of the Complainant regarding the source, sponsorship, affiliation or certification of the Domain Name Holder's website or in relation to a product or service that is offered on the Domain Name Holder's website.

#### **Article (8)**

##### **Unavailability of the Information of the Defendant**

The Complainant may file a complaint against an anonymous defendant if the contact information of the Defendant is unknown to the Complainant or not available on the publicly available registration data of WHOIS. The Authority shall provide the Provider with the required information.

#### **Article (9)**

##### **Requests of Complaint**

The requests the Complainant may make are restricted to requesting the cancellation of the registration of the Domain Name, subject of the complaint, or transferring registration thereof to the Complainant .

#### **Article (10)**

##### **Responding to Complaint**

The Defendant , upon receiving the complaint, shall adhere to the response proceedings stipulated in Clause (5) of the Appendix attached hereto.

### **Article (11)**

#### **Using Domain Name by the Defendant**

The Defendant's right to use the Domain Name shall be proven if the arbitration panel believes, after evaluating the evidence presented in one of the following cases, which include without limitation:

A- That the Defendant has been using or making preparations to use the Domain Name or a name similar to it in providing goods or services before receiving any Written Notice.

B- That the Defendant has been known (in the individual or commercial capacity or as an organization) by the name used in the Domain Name, subject of the complaint, even if the Defendant has not had trademark or service mark rights.

C- That the Defendant is using the Domain Name in a legal, non-commercial, or fair manner, without intending to achieve commercial gains by misleading consumers or distorting the trademark or service mark, subject of the complaint.

### **Article (12)**

#### **Appointment of Arbitration Panel**

The arbitration panel shall be appointed according to The Standard Proceedings for Resolving Domain Name Registration Disputes , stipulated in Clause (6) of the Appendix attached hereto.

### **Article (13)**

#### **Joinder of Disputes**

In the event of the existence of multiple disputes between the Complainant and the Defendant , either party may request the joinder of disputes to be handled by one arbitration panel, provided the joinder request is submitted to the first arbitration panel formed to look into the dispute between the two parties.

The aforementioned arbitration panel may joinder some or all of the disputes, at its sole discretion, provided the joined disputes shall be subject to the proceedings stipulated in this Regulation.

#### **Article (14)**

##### **Issuing and Publication of the decision of the Arbitration Panel**

The Provider shall notify the parties to the dispute, the Authority, and the Accredited Registrar any decision by the arbitration panel regarding any Domain Name registered with the Authority.

All decisions shall be published on the website of the Provider, unless the arbitration panel decides to publish a redacted version of the information that the parties consider confidential.

#### **Article (15)**

##### **Execution of the Arbitration Panel's Decision**

A- The Authority may not execute the arbitration panel's decision regarding the cancellation or transfer of a Domain Name registration except after the elapse of ten (10) working days from the date of notifying the Authority by the Provider.

B- After the elapse of the period stipulated in Clause (a) of this Article, the Authority shall execute the decision of the arbitration panel, unless the Authority receives official documents from the Defendant during that period that the Defendant has filed a lawsuit against the Complainant in the competent court in the Kingdom of Bahrain.

C- If the Authority receives the aforementioned documents from the Defendant within the specified period, the Authority shall not implement the arbitration panel's decision or take any other measures until the Authority receives evidence of any of the following:

- 1- Reaching a settlement between the two parties.
- 2- Waiver or withdrawal of the lawsuit.
- 3- A copy of a court order stating that the lawsuit has been dismissed, or an court order has been issued to the effect that the Defendant has not been entitled to use the Domain Name.

#### **Article (16)**

##### **Fees**

A- The fees table applicable to arbitration panels, published on their websites, and defined by the Provider in disputes related to Domain Names, which are filed in accordance with the provisions of this Regulation, shall apply.

B- The Complainant shall bear the fees related to the dispute filed through the arbitration panel and defined by the provider. If the Defendant , however, opts for a three-person arbitration panel, as indicated in Clause (19) of Appendix (A) attached hereto, the two parties shall bear the fees in half.

#### **Article (17)**

##### **Role of the Authority and Accredited Registrar**

The Authority or the Accredited Registrar shall not have any role in managing or executing the proceedings stipulated in this Regulation before the arbitration panel. Both parties shall not bear any legal responsibility resulting from any decisions given by the arbitration panel, except for what is stipulated in Article (5) of this Regulation.

#### **Article (18)**

##### **Litigation**

A lawsuit may not be filed before the judiciary regarding the disputes related to Domain Name registration in the cases stipulated in Article (7) of this Regulation, except after filing the dispute for settlement and deciding on it in accordance with The Standard Proceedings for Resolving Domain Name Registration Disputes stipulated in the Appendix attached hereto.

#### **Article (19)**

##### **Optional Dispute Resolution Proceedings**

The parties may settle the disputes arising between the Domain Name Owners and any other party, other than the Authority or the Accredited Registrar, regarding the registration of the Domain Name of the Domain Name Domain Name Holder, in cases other than the ones stipulated in Article (7) of this Regulation, through filing them to the courts or arbitration panels, or taking any other action applicable in the Kingdom of Bahrain.

#### **Article (20)**

##### **Parties to the Dispute**

The Domain Name Owner shall not involve the Authority or the Accredited Registrar as a party to any dispute that may arise between the Domain Name holder and any third party regarding the Domain Name registration. Such dispute shall be settled in accordance with Article (6) of this Regulation.



In case that the Authority or the Accredited Registrar are involved in any dispute, the Authority and the Accredited Registrar may submit all the appropriate defenses and take any necessary measures.

### **Article (21)**

#### **Domain name Registrant Transfer**

A- The Domain Name Holder may not transfer the Domain Name to any person in any of the following cases:

1- During the mandatory dispute settlement proceedings stipulated in Article (7) of this Regulation, and for a period of fifteen (15) business days from the date of the completion of such proceedings.

2- During the optional dispute settlement proceedings stipulated in Article (19) of this regulation, provided that the Transferee adheres in writing to the decision of the court or decision of the arbitrator.

B- The Authority may cancel any Domain Names Registrant Transfer process that contravenes what is stipulated above.

### **Article (22)**

#### **Registrar Transfer**

A- The Domain Name Holder may not transfer the Domain Name to another Accredited Registrar during the mandatory dispute settlement proceedings, stipulated in Article (7) of this Regulation, and for a period of fifteen (15) business days from the date of the completion of such proceedings.

B- The Domain Name Holder may transfer the Domain Name to another Accredited Registrar during the mandatory dispute settlement proceedings stipulated in Article (19) of this regulation, provided that the Domain Name continues to be subject to the existing settlement proceedings against the Domain Name Holder in accordance with the provisions of this Regulation.

If the Domain Name Holder transfers the Domain Name to the Authority during the consideration of the dispute by the court or arbitration panel, the proceedings that apply to the Accredited Registrar, from whom the domain name has been transferred, shall continue to be applied.

**Chapter Three**  
**Proceedings for Settling Disputes Arising During Trademarks and**  
**Tradenames Registration Phase (Sunrise)**

**Article (23)**

**Dispute Settlement Proceedings During Sunrise Phase**

A- The proceedings stipulated in this chapter shall apply to the settlement of the disputes arising during the Sunrise phase, up to fourteen (14) days from the date of expiry thereof.

B- Whenever there is no special provision in this chapter, the provisions of the Appendix attached hereto shall apply.

**Article (24)**

**Filing of Complaint and Internal Review thereof**

A- The complaint shall be filed to the Authority for review via the e-mail dedicated for this purpose on the Authority's website.

B- The Authority may solve the complaint internally without charging the Complainant any fees.

C- If the Authority finds that the complaint relates to an error in the registration process, the Authority may investigate and correct such error.

D- If the Authority is unable to resolve the complaint, the Authority shall notify the Complainant that the complaint should be filed directly to one of the Providers.

**Article (25)**

**Lapse of Right to File Complaint**

The right to file a complaint expires upon the lapse of fourteen (14) days from the date of the expiration of the Sunrise phase.

**Article (26)**

**Malicious Complaints**

The Authority may reject, at its sole discretion, the complaint filed under these proceedings, if the Authority finds that the complaint is malicious in accordance with Clause (15) (e) of the Appendix attached hereto.

#### **Article (27)**

##### **Proceedings for settling disputes during the Sunrise Phase**

A- The Domain Name that has been registered during the Sunrise Phase shall be subject to the proceedings stipulated in this chapter, if reasonable evidence is provided that the registration of the Domain Name, subject of the complaint, is inconsistent with the registration rules of the said phase. The Complainant shall prove one of the following incidents to the provider:

1- That the Domain Name Holder has not held the registration of the trademark related to the Domain Name, or that the law, treaty, or court ruling at the time of the Domain Name registration has not protected the trademark.

2- That the Domain Name is not identical to the trademark on which the Domain Name Holder relied during the registration process.

3- That the Domain Name Holder has not fulfilled, at the time of the registration application, the eligibility criteria required to register the Domain Name, subject of the complaint.

4- If it becomes evident to the Authority that the trademark, on which the Domain Name Holder relied upon the registration process, has been registered on a date later than the date specified by the Authority in the registration requirements for the aforementioned phase, if any.

B- The Provider shall apply the dispute settlement rules related to the Sunrise phase, when issuing the decisions thereof.

#### **Article (28)**

##### **Registering Domain Name Based on False Documents**

If the Domain Name is registered based on false documents, the Complainant may submit evidence proving that the Complainant has had the correct documents at the time of the domain name registration process, during the Sunrise Phase.

#### **Article (29)**

##### **Registration of Domain Name Incorrectly**

If the Provider finds that the Domain Name has been registered incorrectly during the Sunrise Phase, the arbitration panel shall give a decision to cancel the

registration of the Domain Name, subject of the complaint, and make the cancelled Domain Name available for registration again.

**Article (30)**

**Arbitration Panel Awards and Publication**

A- The arbitration panel decision shall determine whether the Domain Name shall be deleted.

B- A Member of the Arbitration Panel may state briefly the reasoning of the decision.

C- The Provider may publish the decisions given under such proceedings on the websites thereof.

**Article (31)**

**Registrar and Registrant Transfer of Domain Name During Registration Phase**

The process of Registrar Transfer and Registrant Transfer shall be suspended during the proceedings stipulated in this chapter. The capacity of cancelling a Domain Name by the Domain Name Holder shall also be suspended.

**Article (32)**

**Regulation Provisions Amendment**

If the provisions of this Regulation are amended, the provisions thereof shall continue to apply in relation to all the disputes existing prior to the effective date of the amendment.

If the Domain Name Holder objects to the amendment of the provisions of this Regulation, the Domain Name Holder may request the cancellation of the Domain Name thereof without refunding any Fees paid to the Accredited Registrar.

**Appendix**  
**Concerning Standard Proceedings for Settlement of Disputes Related to**  
**Domain Name Registration**

**Clause (1)**  
**Summary of dispute settlement proceedings**

- a- The Complainant may request the initiation of the dispute settlement proceedings by filing the complaint to the providers.
- b- The Provider shall acknowledge the receipt of the complaint, examine it, and verify it complies with the dispute settlement proceedings. The Provider may request to be provided with any documents the Provider deems necessary.
- c- If the Complainant does not submit the required documents within five (5) days from the date of submitting the application , the complaint shall not be accepted and shall be considered to have been withdrawn, without prejudice to the Complainant's right to file a new complaint.
- d- If the complaint is accepted and the prescribed fees are paid, the Provider shall serve the complaint on the Defendant , in accordance with Clause (2) of this Appendix. The dispute settlement proceedings shall start from the date on which the Provider serves the Written Notice (the complaint) on the Defendant.
- e- The Defendant shall respond to the complaint within twenty (20) days upon receiving it. If the aforementioned period has elapsed without the Defendant submitting a response, the Provider shall serve a notice.
- f- The arbitration panel shall have the discretion to approve or reject considering any response after the elapse of the period stipulated in paragraph (e) of this clause.
- g- The Provider shall appoint the members of the arbitration panel, which shall consist of one or three members, as stipulated in Clause (6) of this appendix. The arbitration panel shall issue the decision thereof within fourteen (14) days from the appointment thereof.
- h- The Provider shall serve on the parties to the complaint, the TRA, and the Accredited Registrar the arbitration panel's decision within three (3) days from the date of receiving the decision. The Authority shall inform the parties of the date of implementation of the decision, unless the decision is appealed before the competent court.
- i- The dispute settlement proceedings shall not exceed fifty (50) days
- j- If the decision is given in favor of the Complainant , the Authority shall implement the decision after ten (10) business days from the date of the receipt

thereof, unless official documents have been received from the Complainant to the effect that a lawsuit has been filed against the Complainant before the competent courts in the Kingdom of Bahrain.

k- The Authority shall not implement the decision until a court order is issued dismissing the lawsuit, a ruling is issued to the effect that the Defendant is not entitled to use the domain name, or the lawsuit is withdrawn.

Clause (2)  
Correspondence

a- The Provider shall serve the Written Notice and the attachments thereof on the Defendant . This shall be established if the Provider verifies that the notice is actually received or takes one of the following actions:

1- The Provider serves a Written Notice and the attachments thereof to all the e-mail addresses and fax numbers:

a) Available on the registration information of the domain name in the WHOIS database of the Domain Name Owner and the technical and administrative contact.

b) Submitted by the registrar to the Provider to record the communication bill.

2- The Provider shall electronically serve the Written Notice and the attachments thereof via e-mail to:

a) The e-mail addresses of the technical and administrative contacts and billers.

b) The agreed domain name @postmaster.

c) If the domain name (or "www" followed by the domain name) is directing to an active page on the Internet. (This does not include public pages, from which the Provider concludes that it is a page managed by an accredited registrar or Internet service Provider for preserving domain names registered by the domain Domain Name Holder, who is holding more than one domain name). It shall be sent to any address or e-mail address available on the said page.

3- The Provider shall serve the Written Notice and the attachments thereof to the e-mail, which the Defendant has notified the Provider that it is the preferred e-mail for communication. The Provider shall also send to all other e-mail addresses provided by the Complainant to the Provider under Paragraph (6/b) of Clause (3) of this Appendix, as much as practically possible

b- With the exception of what is stipulated in Paragraph (a) of this clause, all written correspondence with the Complainant or the Defendant shall be electronic

through the Internet (with the preservation of a record proving it has been sent). They may also be sent through any other means of communication preferred by the Complainant or the Defendant , as indicated in Paragraphs (2/a) and (3/b) of Clause (5) of this Appendix.

c- Any correspondence with the Provider or the arbitration panel shall be made through the means and in the manner set forth in the provider's supplementary rules, including the number of copies, if possible.

d- Any correspondence shall be written in the language specified in Clause (11) of this Appendix.

e- Either party may update the contact information thereof by notifying the Provider and the Accredited Registrar.

e- Unless there is a text in this Appendix or the arbitration panel's decision, all correspondence submitted under this Appendix shall be accepted if it is sent through:

1- The Internet, from the date of sending it, provided the date of sending could be verified.

2- The fax, from the date indicated in the transmission confirmation report.

3- The postal service, from the date indicated in in the receipt proof.

f- Unless a text is provided in this Appendix, the periods set forth in this Appendix shall be calculated from the acceptance date stipulated in Paragraph (f) of this Clause.

g- When submitting any correspondence, the following shall be adhered to:

1- If the arbitration panel is sending correspondence to any party, a copy thereof shall be sent to the Provider and the other party.

2- If the Provider is sending correspondence to any party, a copy thereof shall be sent to the other party.

3- If either parties to the complaint is sending correspondence, a copy thereof shall be sent to the other party, the arbitration panel, and the provider.

h- The sender shall be responsible for keeping the information indicating the reason and circumstances of sending the correspondence. This information shall be provided for investigation by the affected parties and for the purposes of making reports. Such notices sent by the Provider to the Complainant shall be sent by mail or fax, in accordance with Paragraph (A) of Clause (1) of this Appendix.

i- If the sender receives evidence indicating that the addressee has not received the correspondence, the sender shall immediately notify the arbitration panel or the

provider, if an arbitration panel has not been appointed. The sender shall follow the directions of the arbitration panel or the Provider regarding any other proceedings related to the correspondence.

### Clause (3)

#### Filing of complaint

a- Any natural or legal person may request the initiation of the dispute settlement proceedings by filing a complaint to the provider, in accordance with this regulation.

b- The complaint, attachments, and documents thereof shall be sent electronically and shall include the following:

1- A request to decide on the complaint, according to the proceedings stipulated in this regulation.

2- Name, postal addresses, e-mail addresses, phone numbers, and fax numbers of the Complainant and any representative thereof acting on behalf of the Complainant concerning the administrative proceedings to settle the disputes.

3- The preferred means of communication with the Complainant during such proceedings (including information about the contact person, communication methods, and addresses) for each of:

a) The correspondence that shall be sent electronically.

b) The correspondence that shall be sent physically, if any.

4- Provide the name of the Defendant and all the information thereof (including postal and electronic addresses and phone and fax numbers) known to the Complainant regarding how to contact the Defendant or any of the representatives thereof. The contact information used to contact the Complainant before filing the complaint may also be provided with sufficient details, in order to enable the Provider to serve the complaint, in accordance with Paragraph (a) of Clause (2) of this Appendix.

If the Complainant's contact information is not available on the publicly available registration data of the WHOIS database, the Complainant may file a complaint against an "anonymous" defendant. The Provider shall provide the contact details related to the registered Domain Name Owner after filing a complaint against an "anonymous" defendant, according to the information provided by the TRA.

5- Identify the domain names, subject of the complaint.



6- Identify the Accredited Registrar/s and domain name Domain Name Holders, subject of the registered complaint, at the time of filing the complaint.

7- Identify the trademarks, on which the Complainant have based the complaint, in addition to identifying the goods and services used under the trademark, if any. The Complainant may describe the other goods and services the Complainant is planning to associate them with the trademark in the future.

8- State the reasons for submitting the complaint, in accordance with this regulation, which shall specifically include the following:

a) How the domain name, subject of the complaint, is similar to or confused with a trademark or service mark whose rights are owned by the Complainant .

b) The reasons that clarify that the Defendant has no rights or legal interests in relation to the domain name, subject of the complaint.

c) The reasons that indicate that the domain name has been registered or used in bad faith.

For the purposes of paragraphs (b) and (c) above, the maximum word or page count shall be considered if they are defined in the Supplementary Rules of the provider.

9- State the requests, in accordance with this regulation.

10- Determine the number of members of the arbitration panel (one or three members). If the Complainant chooses an arbitration panel consisting of three members, the Complainant shall provide the names and contact information of the candidates for membership of the arbitration panel. The candidates may be selected from the list of the members of the arbitration panel of the provider.

11- Determine all the other legal proceedings related to the domain name, subject of the complaint, which have been initiated or terminated, if any.

12- A declaration by the Complainant that any appeal against the decision given under these proceedings shall be subject to the jurisdiction of the competent court in the Kingdom of Bahrain.

13- The complaint shall be concluded with the following declaration, followed by the electronic signature of the Complainant or the authorized signatory thereof:

“The Complainant acknowledges that the requests related to the registration of the domain name, dispute, or decision given pursuant to these proceedings shall be against the Domain Name Owner only. The Complainant hereby waives any claims against: (a) The Provider and members of the arbitration panel, except in the case of deliberate error. (b) The Accredited Registrar. c) The TRA.

The Complainant also acknowledges that the information contained herein is complete and accurate to the best of the Complainant's knowledge, that the complaint is not submitted for malicious purposes, and that what is mentioned herein is justified, according to this regulation and the applicable laws."

14- Attach any documents or other evidence, including a copy of this regulation applicable to the domain name, subject of the dispute, or to register a trademark or service trademark on which the complaint is based. A document folder containing the order of such evidence shall be submitted.

15- A single complaint may be filed for more than one domain name, provided the domain names are registered to the same Domain Name Owner and that the Agreements of the Domain Name Owner for each domain name are drawn up in the same language.

#### Clause (4)

#### Complaint serving proceedings

a- The Provider shall submit the verification request to the Authority that includes a request to lock the domain name, subject of the complaint.

b- Within two working days of receiving the verification request stipulated in Paragraph (a) of this clause, the Authority shall provide the required information and confirm that the domain name locking has been activated. The Authority may not notify the Defendant of the proceeding until the mode of domain name lock is activated. The domain name locking shall continue throughout the entire period of dispute settlement proceedings, starting from the moment the complaint is filed by the Complainant to the Provider until the decision is given by the arbitration panel is implemented or the lapse of the complaint, according to the proceedings set forth in this regulation.

c- Any requests regarding the amendment of the data related to the domain name shall be submitted before the end of the two-day period stipulated in Paragraph (b) of this clause, or before the confirmation of the activation of the domain name locking by the TRA, whichever is first. The arbitration panel shall decide on any requests submitted after the period stipulated in this paragraph to amend the data of the Defendant .

d- The Provider shall review the complaint to verify it complies with the dispute settlement proceedings. If the complaint is compliant, the Provider shall serve on the Defendant the written notification and the attachments thereof, along with an explanatory letter regarding the Supplementary Rules of the provider, as indicated in paragraph (a) of Clause (2) of this appendix. This shall be done within three (3)

days from the date of collecting the fees to be paid by the Complainant , in accordance with Clause (19) of this Appendix

e- If the Provider decides that the complaint is not compliant with this regulation, the Provider shall immediately inform the Complainant and the Defendant of the reasons for the complaint's non-compliance. The Complainant shall be granted a period of five (5) days to complete any deficiency in the complaint's elements. If the stipulated period elapses without completing the deficiency, the complaint shall be considered to have been withdrawn, without prejudice to the right of the Complainant to file a new complaint.

f- The dispute settlement proceedings shall start from the date on which the Provider completes the responsibilities thereof, set forth in Paragraph (a) of Clause (2) of this Appendix, concerning serving the complaint on the Defendant

g- The Provider shall immediately serve on the Complainant , defendant, accredited registrar, and Authority the date of the start of the dispute settlement proceedings.

Clause (5)  
Response

a- The Defendant shall submit a brief to the Provider in response to the complaint, within twenty (20) days from the start date of the dispute settlement proceedings.

b- The Defendant shall send the brief along with the attachments electronically. The brief shall contain the following:

1- A specific response to the statements and claims of the complaint and the grounds for the Defendant's right to maintain and use the registration of the domain name, subject of the complaint. The brief shall adhere to the limits related to word or page count set forth in the Supplementary Rules of the Provider.

2- The names, postal addresses, e-mail addresses, phone numbers, and fax numbers of the Defendant and the details of any representative thereof in the proceedings of settlement dispute.

3- The preferred means of communication with the Defendant during such proceedings (including information about the contact person, communication methods, and addresses) for:

a) The correspondence that shall be sent electronically only.

b) The correspondence of which a hard copy shall be sent, if any.

4- If the Complainant opts for a one-person arbitration panel, in accordance with Paragraph (4/b) of Clause (3) of this Appendix, the Defendant shall indicate

whether the Defendant wishes the dispute be decided on by a three-person arbitration panel.

5- If the Complainant or the Defendant opts for a three-person arbitration panel, the names and contact information of the candidates of the arbitration panel membership shall be submitted. The candidates may be selected from the list of the members of the arbitration panel of the provider.

6- Determine all the other legal proceedings related to the domain name, subject of the complaint, which has been initiated or terminated, if any.

7- Confirm that a copy of the brief and attachments thereof have been served on the Complainant, in accordance with Paragraph (b) of Clause (2) of this Appendix.

8- The complaint shall be concluded with the following declaration, followed by the electronic signature of the Complainant or the authorized signatory thereof:

“The Defendant acknowledges that the information contained herein is complete and accurate to the best of the Defendant’s knowledge, that the brief is not submitted for malicious purposes, and that what is mentioned therein is justified, according to this regulation and the applicable laws.”

9- Attach any documents or other evidence on which the Defendant is relying. A document folder containing the order of such evidence shall also be submitted.

10- If the Complainant chooses that the dispute be decided on by a one-person arbitration panel and the Defendant opts for a three-person arbitration panel, the Complainant shall pay half of the due fees of the three-person arbitration panel, set forth in the provider's supplementary rules. The fees shall be paid when the Complainant submits the brief to the provider. If the Defendant does not pay the due fees, a one-person panel shall decide on the dispute.

c- The period for submitting the response may be extended in the following cases:

1- At the request of the Defendant .

2- Based on an agreement between the parties, provided the approval of the provider.

d- If the Defendant does not submit the brief without the existence of exceptional circumstances, the arbitration panel shall decide on the dispute based on the information provided in the complaint.

#### Clause (6)

#### Appointment of arbitration panel and setting date for decision

a- The Provider shall provide and publish a list of the members of the arbitration panel and their qualifications to the public.

b- If the Complainant or the Defendant does not opt for a three-person arbitration panel, the Provider shall appoint one arbitration member from the list of the members of the arbitration panel within five (5) days from the date of receiving the brief, or after the elapse of the period during which the brief should be submitted. The Complainant shall pay the full fees of the one-person arbitration panel.

c- If the Complainant or the Defendant chooses that the dispute shall be decided on through a three-person arbitration panel, the Provider shall appoint three arbitration members, in accordance with the proceedings set forth in Paragraph (e) of this clause.

The fees of the three-person arbitration panel shall be fully paid by the Complainant. If the Defendant, however, opts for the three-person arbitration panel, each party shall bear half of the fees of the three-person arbitration panel.

d- With the exception of the cases in which the Complainant opts for a three-person arbitration panel, the Complainant shall provide the Provider with the names and contact details of the candidates for membership of the arbitration panel within five (5) days from the Defendant's submission of the brief in which the Defendant chooses a three-person arbitration panel. Candidates may be selected from the provider's list of members of arbitration panel.

e- If the Complainant or the Defendant opts for a three-person arbitration panel, the Provider shall appoint one arbitration member from the list of candidates presented by the Complainant and one arbitration member from the list of candidates presented by the Defendant. If, within five (5) days, the Provider has been unable to appoint an arbitration member from the list of candidates submitted by one of the parties, in accordance with the provider's applicable conditions, the Provider shall appoint an arbitration member from the list of arbitration members thereof.

Concerning the appointment of the third member, the Provider shall submit a list of five candidates to the parties. The parties to the dispute shall provide the Provider with the name of the Member of the Arbitration Panel, whom each party prefers to appoint, within five (5) days from receiving the list of candidates. The

Provider shall appoint the third Member of the Arbitration Panel, taking into account the responses received from the parties.

f- When the appointment of the members of the arbitration panel is completed, the Provider shall serve on the parties the names of the members of the appointed arbitration panel. The Provider shall also serve on the parties the date set for serving the arbitration panel's decision regarding the complaint on the provider; if no exceptional circumstances arise that prevent the decision from being given on the specified date.

#### Clause (7)

##### Impartiality and independence of members of arbitration panel

a- The chosen members of the arbitration panel shall be impartial and independent.

b- A nominated arbitrator, before approving the appointment thereof, shall disclose to the appointing authority any circumstances that may lead to raising any doubts about the impartiality or independence thereof.

c- If any developments in this regard arise during the dispute settlement proceedings, which are likely to result in justifiable doubts about the impartiality or independence of the arbitration member, the concerned arbitration panel member shall immediately disclose them to the provider, and the provider, according to the discretionary authority thereof, may appoint another arbitration member.

#### Clause (8)

##### Communication between complaint parties and arbitration panel

a- Neither party nor the representative thereof may direct any correspondence to the arbitration panel without sending a copy to the other party.

b- All correspondence by the two parties to the complaint to the arbitration panel or the Provider shall be sent through the claim manager, who shall be appointed by the provider, as set out in the provider's supplementary rules.

#### Clause (9)

##### Sending file to arbitration panel

The Provider shall send the complaint file to the arbitration panel as soon as all the members of the arbitration panel are appointed.

#### Clause (10)

##### General powers of arbitration panel

1- The arbitration panel shall undertake all the tasks related to the settlement of disputes. For this purpose, the arbitration panel may exercise all the tasks and powers stipulated in this regulation, in particular the following:

a- Settlement of disputes in the manner the arbitration panel deems appropriate and in accordance with this regulation.

b- Ensure the equal treatment of the two parties and give each party the right to a fair opportunity to illustrate the position thereof.

c- Decide on the dispute settlement proceedings at appropriate promptness. The arbitration panel may also, *ex proprio motu* or based on a request by one of the two parties, extend any of the periods prescribed in these proceedings or the panel has determined, in exceptional cases.

d- Decide on accepting the evidence and relevance and significance thereof to the subject of the complaint.

e- Decide on, based on a request by one of the two parties, merging several disputes related to more than one domain name, in accordance with this regulation.

#### Clause (11)

##### Language of dispute settlement proceedings

a- Unless otherwise agreed between the two parties or stipulated in the Agreement of the Domain Name Owner, the English language shall be the language of dispute settlement proceedings. The arbitration panel may select another language, considering the circumstances of the dispute settlement proceedings.

b- The arbitration panel may request attaching a full or partial translation of the documents submitted to the panel in a language other than the language of dispute settlement proceedings.

#### Clause (12)

##### Additional information

In addition to the complaint and the response submitted by the Defendant , the arbitration panel may request, according to the discretionary authority thereof, additional memos or documents from either party.

#### Clause (13)

## Personal hearings

It is not allowed to hold hearings, either in the personal presence of the parties or through visual or audio communication, unless the arbitration panel decides it is necessary to hold a hearing, in order to decide on the complaint, according to the discretion thereof and exceptionally.

### Clause (14)

#### Default

a- If any of the two parties, without the existence of exceptional circumstances, does not abide by the time periods stipulated in this regulation or determined by the arbitration panel, the arbitration panel shall continue to decide on the complaint.

b- If any of the two parties, without the existence of exceptional circumstances, does not abide by any provision of this regulation or any request made by the arbitration panel, the arbitration panel may conclude whatever it deems appropriate.

### Clause (15)

#### Arbitration panel decisions

a- The arbitration panel shall decide on the complaint based on the memos and documents submitted to it, in accordance with the provisions of this regulation, proceedings, and any legal provisions and principles the arbitration panel deems necessary to apply.

b- The arbitration panel shall decide on the complaint and refer the decision thereof to the provider, unless exceptional circumstances prevent that.

c- The decision of the arbitration panel shall be given based on majority, if it is a three-person panel.

d- The arbitration panel decision shall be given in writing and be reasoned and shall include the date on which it has been given and the name of the arbitration panel members.

e- The decision of the arbitration panel and the opinion of the opposing member - if any, in the event that the arbitration decision is given based on majority - shall be given in accordance with the maximum number of words or pages, if it is specified in the Supplementary Rules of the provider. Any opposing opinions shall be attached to the decision of the majority.



f- If the arbitration panel concludes that the dispute falls outside the scope of Article (7) of this regulation, the arbitration panel shall state this explicitly in the decision thereof.

g- If the arbitration panel concludes, after reviewing the submissions, that the complaint is malicious (for example, an attempt to take over the domain name or harass the domain name Domain Name Holder), the arbitration panel shall state explicitly in the decision thereof that the complaint is malicious and that this is a misuse of the dispute settlement proceedings.

#### Clause (16)

##### Serving decision on parties to complaint

a- The provider, within three (3) days from receiving the decision from the arbitration panel, shall serve the full text of the decision on both parties and the TRA. Once the decision is served on the TRA, the Authority shall inform all parties and the Provider of the date of implementation of the arbitration panel's decision, in accordance with the provisions of Article (14) of this regulation.

b- Unless otherwise provided by the arbitration panel, the Provider shall publish in full and the implementation date thereof on a generally accessible website. In all cases, the part related to the maliciousness of the complaint, according to Paragraph (g) of Clause (15) of this Appendix, shall be published.

#### Clause (16)

##### Other reasons for termination

If the parties agree to settle the dispute before the arbitration panel's decision is given, the arbitration panel shall terminate the dispute settlement proceedings through the following steps:

a- The parties shall submit to the Provider a written application to suspend the dispute settlement proceedings, in order to discuss a possible settlement.

b- The supplier shall confirm the receipt of the suspension application and inform the Authority about this application and the anticipated suspension period.

c- If the parties reach a settlement, they shall submit a settlement form, in accordance with the Supplementary Rules of the provider. The purpose of the settlement form is to explain the basic conditions of the parties' settlement agreement and the Provider may not allow any third party to review the form.

d- The Provider shall confirm to the Authority the outcome of the settlement with relevance to the actions taken by the Authority and send a copy of this confirmation to the parties.

e- Upon receipt of the submitted written application, the Authority shall remove the lock within two (2) working days, in accordance with Paragraph (a) of this Clause.

f- The Complainant shall assure the Provider that the settlement shall be implemented with relevance to any action that is being carried out in relation to the domain name, subject of the complaint, according to what is stipulated in the provider's supplementary rules.

g- The Provider shall terminate the dispute settlement proceedings, unless the settlement agreement provides otherwise.

h- If it becomes impossible to pursue the dispute settlement proceedings for any reason before the arbitration panel gives the decision thereof, the arbitration panel shall terminate these proceedings, unless one of the parties provides justifications for objection within the period prescribed by the arbitration panel.

#### Clause (18)

##### Court proceedings

A lawsuit in connection with a dispute related to the registration of a domain name may not be filed before the judiciary, except after filing the dispute for settlement and deciding on it, in accordance with the proceedings stipulated in this regulation.

#### Clause (19)

##### Fees

a- With the exception of what is stated in Paragraph (d) of this clause, the Complainant shall bear all the fees defined in the provider's supplementary rules, in principle. If the Defendant , however, opts for a three-person arbitration panel instead of the one-person arbitration panel chosen by the Complainant , in accordance with Clause (5) of this Appendix, the Defendant shall bear half of the fees of the three-person arbitration panel. Once the arbitration panel is appointed, the provider shall refund an appropriate portion of the additional fees to the Complainant , if any, in accordance with what is specified in the provider's supplementary rules.

b- The provider shall not take any action about the complaint until the Complainant pays the fees, according to Paragraph (a) of this clause.

c- If the fees are not paid to the provider within ten (10) days from receiving the complaint, the claim shall be nonsuit and the dispute settlement proceedings shall be terminated.

d- The provider, in exceptional cases, may require the payment of additional fees, to be agreed upon between the two parties and the arbitration panel.

#### Clause (20)

#### Disclaimer

The provider or the Member of the Arbitration Panel shall not bear any legal responsibility towards any party with respect to any act related to the dispute settlement proceedings stipulated in this regulation, except in the cases where this is done intentionally.