



American Bible Society DotBible Community Dispute Resolution Policy

The American Bible Society (“ABS” or “Registry”) hereby incorporates this DotBible Community Dispute Resolution Policy (“DCDRP”) by reference into the Registration Agreement for each domain name registered in the .BIBLE top-level domain (“TLD”). This DCDRP shall become effective as of January 1, 2016, and remain in effect as long as ABS maintains the Acceptable Use Policy and/or Code of Conduct, which ABS may update from time to time. This DCDRP may be invoked by filing a complaint with the FORUM. The Rules governing the DCDRP process may be found at <http://domains.adrforum.com>.

1. Purpose

Domain names in the .BIBLE TLD can be registered or reserved subject to certain acceptable uses and to some conduct restrictions. This DCDRP describes standards that will be applied to resolve challenges by third parties to names registered in the .BIBLE TLD on the basis of failure to comply with the Acceptable Use Policy or Code of Conduct required by the Registry. This DCDRP will not be applied to Registry-reserved names in the TLD unless and until the domain names are registered to a third party. ABS reserves the right, at its sole and absolute discretion, to suspend or cancel any second level name in the .Bible TLD, even if a complaint is not filed under this DCDRP.

2. Applicable Disputes

A registered domain name in the .BIBLE TLD will be subject to an administrative proceeding upon submission of a complaint alleging in good faith and supported by evidence that a registrant has violated the Code of Conduct or Acceptable Use Policy. The registrant has an equal opportunity under these DCDRP Rules to submit evidence on its behalf.

a. Code of Conduct Violation

- i. A complainant under this section shall be required to show that the registration of use of a domain name by the registrant violates the .BIBLE Code of Conduct, Article 1 or 2;
- ii. Defenses that a registrant may raise under this section include that registrant was not in violation of the Code of Conduct or that it has permanently remedied the violation. In determining if the remedial website is acceptable, the Panel will consider:

- (1) the nature and severity of the Code of Conduct,
- (2) the number of offenses linked to the domain name or the registrant,
and
- (3) the efforts, including timeliness, of registrant to resolve the dispute.

b. Acceptable Use Policy Violation

- i. A complainant under this section shall be required to show that the registration or use of a domain name by the registrant violates the .BIBLE Acceptable Use Policy, Article 5;
- ii. Defenses that a registrant may raise under this section include that registrant was not in violation of the Acceptable Use Policy or that it has permanently remedied the violation. In determining if the remedied website is acceptable, the Panel will consider:

- (1) the nature and severity of the violation,
- (2) the number of offenses linked to the domain name or the registrant,
and
- (3) the efforts, including timeliness, of registrant to resolve the dispute.

All factual claims made by a complainant or registrant in a proceeding under this DCDRP must be based on evidence timely submitted to the panel and not mere conjecture. Panelist shall apply the “preponderance of the evidence” standard in making determinations under the Policy. Failure to timely respond to a complaint will result in a default, which will lead to entry of a decision against the registrant, absent extraordinary circumstances.

Nothing in this section shall be interpreted to replace or supplement ICANN’s consensus policies or procedures, including the Uniform Domain Name Dispute Resolution Policy or the Uniform Rapid Suspension System, to which all .BIBLE tld registrations remain subject, despite the resolution or outcome of any dispute under this Policy.

3. Remedies

The remedies available to a complainant for a proceeding under this DCDRP shall be:

- a. If the Panel finds that the registrant was in violation of the Code of Conduct or the Acceptable Use Policy and that any remedial action was insufficient in light of the circumstances, the Panel will instruct the Registry to delete the registration. If the Panel finds that the registrant was not in violation of the Code of Conduct or that the steps taken to remedy the violation and prevent its recurrence are sufficient, the Panel shall order the complaint dismissed without prejudice and all registry/registrar locks shall be removed within ten (10) days of receipt of the Panel’s decision.

b. Registry Not Responsible for Loss

In no case is the Registry or registrar responsible for any loss of use, loss of customers, or financial loss associated with a domain name that is suspended during these proceedings or cancelled following these proceedings.

c. Each party shall bear its own costs and attorney's fees.

d. Decisions of the Panel may include ecclesiastical principles and may not, under any circumstance, be appealable to or overturned by a court of law.

4. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this DCDRP shall be submitted to the FORUM ("Provider") by submitting the complaint directly to the Provider. The Provider will administer the proceeding and select a qualified and eligible Panel ("Panel"). The Provider and ABS shall establish Rules, setting forth a fee schedule and other technical and process requirements for a dispute under this DCDRP ("Rules"). The proceedings under this DCDRP will be conducted according to this DCDRP and the applicable Rules of the Provider.

b. Registry's or Registrar's Involvement

Neither the Registry nor the registrar will participate in the administration or conduct of any proceeding before a Panel. Neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panel and actions taken that effectuate such decisions. Any domain names in the TLD involved in a DCDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The contact details of the holder of a registered domain name in the TLD will be provided to the Provider by the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panel decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases within ten (10) days of receipt of the Panel's order.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Provider of the commencement of a dispute under this DCDRP, and shall have thirty (30) days in which it may contest the allegations of the complaint or show other cause why the complaint should not be granted in accordance with this DCDRP or the conditions under which the domain name in the TLD has been registered or used. In all cases, the burden of proof shall be on the complainant. The Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry, of any decision made by a Panel.

d. Decisions

(i) The Panel may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panel deems appropriate;

(ii) the decision shall state whether the domain name(s) should be deleted, or whether the Registry or registrar should remove the locks on the domain name(s); and

(iii) decisions made under this DCDRP will be published by the Provider on its website, except the Complainant's name and contact details shall be redacted.

e. Implementation

If a Panel's decision requires a change to the status of a registered name, the registrar and/or Registry will wait ten (10) business days after communication of the decision before implementing that decision.

f. Representations and Warranties

Parties to a dispute under this DCDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

5. Maintaining the Status Quo

During a proceeding under the DCDRP, the domain name shall be locked against transfers between registrants and/or registrars. In the event the domain name(s) is due to expire during a proceeding, the name shall proceed to a temporarily reserved status if it is not renewed by the registrant; the DCDRP proceeding, in that case, shall be terminated.

6. Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the Provider, and the Panel harmless from any claim arising from operation of the DCDRP. Neither party may name the registrar, the Registry, the Provider, or the Panel as a party or otherwise include the registrar, the Registry, the Provider, or the Panel in any judicial proceeding relating to the dispute or the administration of the DCDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Provider, the Panel, and their respective employees, contractors, agents, and service providers from any claim arising from the conduct or result of a proceeding under this DCDRP. Neither the registrar, the Registry, Provider, the Panel nor their respective employees, contractors, agents, and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this DCDRP or the corresponding Rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to retain registration and use of the domain name(s) in the TLD.

7. Relation To Other Dispute Resolution Policies

This DCDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy (“UDRP”) and the Uniform Rapid Suspension System (“URS”) adopted by ICANN.

8. Effect of Other Proceedings

The administrative proceeding under the DCDRP shall not prevent either party from submitting a dispute concerning the domain name in the TLD to concurrent administrative proceedings under the UDRP or URS or to a court of competent jurisdiction for independent resolution of claims outside the scope of the Code of Conduct or Acceptable Use Policy (e.g., trademark claims) during a pending DCDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the DCDRP proceeding may be suspended or terminated (in the sole discretion of the Panel) in deference to the outcome of such other proceeding.

9. DCDRP Modifications

The Registry reserves the right to modify this DCDRP at any time subject to the terms of its Memorandum of Understanding with the FORUM. Such revised DCDRP shall be posted on the Registry website at least ten (10) calendar days before it becomes effective; unless this DCDRP has already been invoked by the submission of a complaint, in which event the version of the DCDRP in effect at the time it was invoked will apply until the dispute is concluded, all such changes will be binding with respect to any dispute, whether the dispute arose before, on, or after the effective date of the change. In the event that registrant objects to a change in this DCDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.