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**RESTRICTIONS DISPUTE RESOLUTION POLICY**

All .NGO and .ONG Registrants will be bound by Public Interest Registry’s Restrictions Dispute Resolution Policy. This policy may be invoked by any third party NGO or governmental organization (including law enforcement authorities) in order to resolve a dispute with a registrant over the registration or use of the registrant’s domain name in violation of the .NGO and .ONG Registration Restrictions. Such a dispute filing must specify how the domain name is in violation of the purposes contemplated by the definition and qualifications of an NGO.

The following are the terms of the Public Interest Registry’s Restrictions Dispute Resolution Policy:

**1. Purpose.** This Restrictions Dispute Resolution Policy (the ʺRDRPʺ) is incorporated by reference into your .NGO|.ONG Registration Agreement. It sets out the terms and conditions that will apply in the event of a dispute between you (as the registrant) and a third party other than us (as the Registrar) or the Registry administrator for the .NGO |.ONG top-level domain over the registration or use of your domain name in violation of the .NGO|.ONG Registration Restrictions. Proceedings under Paragraph 4 of the RDRP will be conducted according to this Policy and the Rules for Restrictions Dispute Resolution Policy (the “RDRP Rulesʺ),

**2. Your Representations**. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; (d) you will not knowingly use the domain name in violation of any applicable laws or regulations; (e) your domain name registration does not and will not violate the terms and conditions of the .NGO|.ONG Registration Restrictions. It is your responsibility to determine whether your domain name registration infringes or violates someone elseʹs rights. It is also your responsibility to determine whether your domain name registration violates the .NGO|.ONG Registration Restrictions.

**3. Cancellations, Transfers and Changes.** We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

• subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

• our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and⁄or

• our receipt of a decision of an Administrative Panel (or of an Appeal Panel, if there is an appeal) requiring such action in any administrative proceeding to which you were a party and which was conducted under the RDRP

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your .NGO|.ONG Registration Agreement, ICANN policy, or other legal requirements.

**4. 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 the National Arbitration Forum (the ʺProviderʺ).

a. Applicable Disputes. In addition to the grounds set out in Paragraph 4(a) of the Uniform Domain Name Dispute Resolution Policy (ʺUDRPʺ), you will also be required to submit to a mandatory administrative proceeding in the event that a complainant asserts to a Provider that your domain is not being or will not be used primarily for a bona fide NGO purpose. In the administrative proceeding, the complainant will bear the burden of proving that each of the above elements is present. A complaint under the RDRP will not be considered valid if based exclusively on the alleged non-use of your domain name.

b. Bona Fide NGO Use. ʺBona fide NGO useʺ shall mean the bona fide use or bona fide intent to use the domain name or any content software, materials, graphics or other information thereon, in accordance with the purposes contemplated by the definition and qualifications of an NGO.

c. Selection of Provider. The complainant shall select the Provider and submit the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 5.

d. Initiation of Proceeding and Process and Appointment of Administrative Panel. The RDRP Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the ʺAdministrative Panelʺ).

e. 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..

f. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to the RDRP 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 the RDRP Rules, in which case all fees will be split evenly by you and the complainant.

g. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

h. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant, provided that the complainant meets all .NGO|.ONG qualification criteria.

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

j. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 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 domain name 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 Panelʹs 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 the RDRP Rules. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our WHOIS database.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panelʹs 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 domain name.

k. Appeal.

(i)Either party shall have a right to seek a de novo appeal of the Administrative Panel’s decision based on the existing record within the RDRP proceeding .

 (vii) The prevailing party shall be entitled to an award of costs of appeal.

(viii) The Provider’s rules and procedures for appeals, other than those stated above, shall apply.