



GlobalBlock Dispute Resolution Policy

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Classification

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Purpose

This policy describes the processes and standards that will be applied to resolve Applicable Disputes.

Revision History

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1 Definitions

In this document:

Accredited Agent means a BSA authorized agent of GlobalBlock Services that may provide BSA products for sale to customers.

Allocation means the method by which a Domain Name is created and assigned to a person or entity; **Allocated** shall have a corresponding meaning.

BSA means the Brand Safety Alliance LLC.

BSA Published Policies means those specifications and policies established and published from time to time by us or any of our designated representatives.

Business Days means that only the days Monday-Friday, inclusive, shall be counted in determining all deadlines and due dates, and does not include public holidays.

Complainant means the single person or entity, or multiple legally related or affiliated persons or entities, bringing the dispute claim.

Dispute Determination means a decision issued by a Dispute Provider in relation to an Applicable Dispute.

Dispute Provider refers to the entity or entities specified by us to provide dispute resolution services.

Domain Name means a collection of Labels separated by a period ('.'). A Domain Name identifies a specific address on the Internet that is registered to an entity or individual.

Domain Unblocking refers to the process in which a Domain Name that has been successfully blocked is released and registered by a holder of a related verified Right.

GlobalBlock+ means a product that blocks unregistered Domain Names in Eligible Extensions that are an exact match or variant match to all Main Labels of the verified Right.

GlobalBlock+ (AdultBlock Promotion) means a GlobalBlock+ product that is made available only to current AdultBlock customers.

GlobalBlock+ (DPML Upgrade) means a GlobalBlock+ product that is made available to current DPML customers that allows them to attain blocking coverage in all non-DPML Extensions covered by GlobalBlock.

GlobalBlock Service means GlobalBlock Standard and GlobalBlock+, and as applicable GlobalBlock Standard (DPML Upgrade), GlobalBlock+ (DPML Upgrade) GlobalBlock Standard (AdultBlock Promotion), GlobalBlock+ (AdultBlock Promotion) (each a 'GlobalBlock Service' and together, the 'GlobalBlock Services').

GlobalBlock Standard means a product that blocks unregistered Domain Names in Eligible Extensions that are an exact match to a single, selected Main Label of the verified Right.

GlobalBlock Standard (AdultBlock Promotion) means a GlobalBlock Standard product that is made available only to current AdultBlock customers.

GlobalBlock Standard (DPML Upgrade) means a GlobalBlock Standard product that is made available to current DPML customers that allows them to attain blocking coverage in all non-DPML Extensions covered by GlobalBlock.

GlobalBlock Verification Process refers to the process of submitting an application to verify a Right via the BSA Gateway.

ICANN means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

Label means a string of characters consisting of one or more letters, digits or a hyphen ('-').

Panelist means the person appointed by the Dispute Provider to adjudicate the dispute.

Party means a Respondent or Complainant.

Registry Operator means the entity that is a party to the Registry Agreement with ICANN to operate a TLD, or the entity that has been designated to manage a ccTLD ('ccTLD Manager') as identified by the Internet Assigned Numbers Authority (IANA) Root Zone Database.

Regulatory Body means any government or any governmental, semi-governmental, or judicial entity or authority, including ICANN, any self-regulatory organization established or recognized under statute or any stock exchange.

Respondent means the single person or entity, or multiple legally related or affiliated persons or entities, against whom the dispute claim is brought.

Rights refers to any of the accepted types of legal categories as defined in the GlobalBlock Eligibility Policy.

RSP means Registry Services Provider and refers to an entity that provides back-end Registry Services for a TLD as, or on behalf of, a Registry Operator.

Service means the services that we provide in relation to GlobalBlock and GlobalBlock+.

TLD means one of the Domains at the highest level in the hierarchical DNS; with generic TLDs (gTLDs) maintained by ICANN and country-code TLDs (ccTLDs) maintained by a Regulatory Body not including ICANN.

TLD Policy means any policy established and published from time to time by Registry Operator or any subcontractor of Registry Operator.

Verification Agent means the third-party organization that is responsible for the collection of relevant information to verify the provided Rights and subsequent determinations and communication thereof. For the avoidance of doubt, this is Valideus Limited, or the entity otherwise specified by us.

We, us and our means Brand Safety Alliance LLC, a wholly owned subsidiary of Registry Services LLC (d/b/a GoDaddy Registry) or its designated representatives.

2 Applicable Disputes

The following types of challenges will be subject to an administrative proceeding upon submission of a complaint under one or more of the listed criteria.

2.1 Rights Verification

A dispute may be brought by either:

- An Accredited Agent or applicant whose verification application has been denied; or
- A third party challenging the approval of a verification application.

2.1.1 Verification Application Denial Challenge

A complaint under this section shall be required to show by reasonable evidence that:

- 1 The Complainant's application for rights verification was denied by the Verification Agent; and
- 2 The Verification Agent made a mistake of fact or law in the basis for denying the application; or
- 3 The Verification Agent otherwise acted unreasonably in denying the application.

2.1.2 Verification Challenge

A complaint under this section shall be required to show by reasonable evidence that:

- 1 At the time the challenged right was verified, the applicant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
- 2 The trademark registration on which the applicant based its application is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
- 3 The challenged right is not identical to the mark on which the verification application is based; or
- 4 The challenged right otherwise does not meet BSA requirements for GlobalBlock eligibility.

2.2 Blocking Challenge

Any person or entity may initiate a dispute to challenge the blocking of a label or Domain Name in a particular TLD or jurisdiction.

A complaint under this section shall be required to show by reasonable evidence that:

- 1 The Domain Name or label being challenged cannot be blocked in a particular TLD or jurisdiction on the basis of TLD Policy applicable to the Complainant and/or Respondent; or
- 2 A process error occurred that resulted in an incorrect GlobalBlock.

Where the Domain Name or label is being challenged in relation to a ccTLD, any applicable local dispute resolution policy takes precedence. That is, the Complainant must attempt to resolve the dispute under the relevant ccTLD dispute resolution policy (if and as applicable) prior to submitting any complaint under this Policy. A list of participating ccTLDs and their policies can be found on the BSA website.

2.3 Unblocking Challenge

Any label blocked by multiple rights holders requires consent from all verified rights holders to be unblocked. Where consent is unreasonably withheld by one or more rights holders, the rights holder seeking to unblock a Domain Name may initiate a dispute. Refusal to consent to unblock a Domain Name because there is a legitimate risk of harm would not be considered unreasonable.

A complaint under this section shall be required to show by reasonable evidence that:

- 1 The Complainant holds a verified right and subsequent GlobalBlock over the Domain Name or label being challenged; and
- 2 The Respondent(s) also hold a verified right and subsequent GlobalBlock over the Domain Name or label being challenged; and
- 3 The Complainant sought consent from the Respondent(s) to unblock the Domain Name or label being challenged; and
- 4 The Respondent(s) refusal to consent to unblock the Domain Name or label being challenged was unreasonable.

3 Procedure

3.1 Dispute Provider

A dispute under this Policy shall be submitted to the Dispute Provider by submitting the complaint directly to the Dispute Provider. The Dispute Provider will administer the proceeding and select a qualified and eligible Panelist. The Dispute Provider has established a fee schedule and other technical and process requirements for handling a dispute under this Policy.

The Dispute Provider shall appoint, within five (5) Business Days following receipt of the response or the lapse of the deadline for the submission of the response, a Panelist. The Dispute Provider will notify the parties of the name of the Panelist and the date on which a decision, absent exceptional circumstances, the Panelist shall forward its decision on the complaint to the Dispute Provider.

3.2 Our Involvement

Neither the BSA nor any Registry Operator or RSP will participate in the administration or conduct of any dispute under this Policy. In any event, neither the BSA nor any Registry Operator or RSP is or will be liable as a result of any decisions rendered by the Dispute Provider.

A Domain Name that is the subject of a dispute under this Policy may be locked against transfer to another domain name holder or another registrar during the course of a proceeding.

The BSA, Registry Operator and/or RSP will comply with any Dispute Provider decision and make all appropriate changes to give effect to the Dispute Determination.

3.3 Initiation of Complaint

All submissions, including any annexes, under this Policy must be lodged electronically via the appropriate form on the Dispute Provider's website

The complaint must include:

- Name, company (if applicable), email, phone number and address of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
- Name of the Respondent, and all information (including any postal and e-mail addresses and telephone and fax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Dispute Provider to send the complaint;
- Rights, Domain Name(s) or labels that are the subject of the dispute;
- Applicable trademark(s);
- A statement (up to 500 words) of the grounds upon which the complaint is based setting forth facts showing the Complainant is entitled to relief under this Policy;

- The remedy requested (as per Section 4 of this Policy);
- Any other legal proceedings that have been commenced or terminated in connection with or relating to the subject of the dispute;
- The following statement followed by the signature (in any electronic format) of the Complainant or its authorized representative

“Complainant agrees that its claims and remedies shall be solely against the Respondent and waives all such claims and remedies against (a) the Dispute Provider except in the case of deliberate wrongdoing, (b) any applicable Registry Operator or Registry Services Provider, and (c) Brand Safety Alliance, its directors, officers, employees, affiliates and agents. Complainant certifies that the information contained in this complaint is to the best of Complainant’s knowledge complete and accurate, that this complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this complaint are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument.”.
- Annex any documentary or other evidence upon which the Complainant relies, together with a schedule indexing all documents.

3.4 Amendment of Complaint

In the case that the complaint requires amendment, based on one or more deficiencies identified by the Dispute Provider, the amended complaint must be submitted within 10 Business Days of the Complainant becoming aware of the need to amend the complaint.

3.5 Fees

All fees charged by the Dispute Provider in connection with a dispute under this Policy shall be paid by the Complainant at the time of submission of the complaint.

The fees are listed on the Dispute Provider’s website.

The Dispute Provider’s website contains information about acceptable payment mechanisms.

3.6 Notification of Complaint

The Dispute Provider shall review the complaint for administrative compliance with this Policy and, if in compliance, shall forward the complaint, including any annexes, electronically to the Respondent within five (5) Business Days following receipt of the fees to be paid by the Complainant in accordance with Section 3.4.

If the Dispute Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) Business Days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by the Complainant.

The date of commencement of the administrative proceeding shall be the date on which the Dispute Provider completes its responsibilities under this Section 3.6 in connection with sending the complaint to the Respondent.

The Dispute Provider shall immediately notify the parties and BSA of the date of commencement of the administrative proceeding.

3.7 Response

Within twenty (20) Business Days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Dispute Provider.

The response shall:

- In up to 500 words, respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent to prevail under the dispute;
- Provide the name, postal and email addresses and the telephone numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;
- Identify and annex applicable trademark(s);
- Identify any other legal proceedings that have been commenced or terminated in connection with the subject of the dispute;
- Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents;
- Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative:

“Respondent certifies that the information contained in this response is to the best of Respondent’s knowledge complete and accurate and that the assertions in this response are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument.”

3.8 Communication and Panelist Impartiality

The role of the Panelist is to evaluate whether or not the Complaint satisfies the criteria set out in Section 2 of this Policy.

No Party or anyone acting on its behalf may have any unilateral communication with the Panelist. All communications between a Party and the Panelist shall be made through the Dispute Provider. The Panelist is not required to consider any further statements submitted by or on behalf of the Parties in relation to any administrative proceeding under this Policy.

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Dispute Provider any circumstances giving rise to justifiable doubt as to the Panelist’s impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, the Panelist

shall promptly disclose such circumstances to the Dispute Provider. In such event, the Dispute Provider shall have the discretion to appoint a substitute Panelist.

3.9 Default

In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by this Policy or the Panelist, the Panelist shall proceed to a decision on the complaint.

If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, this Policy or any request from the Panelist, the Panelist shall draw such inferences as it considers appropriate.

3.10 Dispute Determination

The Panelist will make a decision on the basis of the statements and documents provided by the Parties, this Policy, other BSA Published Policies, and any rules and principles of law that it deems applicable.

In the absence of exceptional circumstances, the Panelist shall forward its decision on the complaint to the Dispute Provider within fifteen (15) Business Days of its appointment pursuant to Section 3.1.

The Panelist's decision will be in writing, in summary format and may (but is not required to) provide reasons or commentary as the Panelist in its sole discretion deems appropriate.

Decisions rendered under this Policy will not be published, but will be provided to the Parties. The Panelist's decision shall be final, without the availability of appeal.

3.10.1 Communication of Determination

Within five (5) Business Days after receiving the decision from the Panelist, the Dispute Provider shall communicate the full text of the decision to each party, the Registry Operator and/or Registry Services Provider, and BSA.

4 Remedies

The remedies available to a Complainant for a proceeding under this Policy shall be limited to those described below.

4.1 Rights Verification

4.1.1 Verification Application Denial Challenge

If the Panelist finds that the Complainant's application for rights verification was improperly denied by the Verification Agent, the sole remedy for a dispute under Section 2.1.1 of this Policy shall be the verification of the right(s) in question by the Verification Agent.

4.1.2 Verification Challenge

If the Panelist finds that the challenged right did not meet the requirements for GlobalBlock eligibility, on the bases described in Section 2.1.2 of this Policy, the sole remedy shall be cancellation of the challenged right and any associated GlobalBlock.

4.2 Blocking Challenge

If the Panelist finds that a label or Domain Name should not be blocked in a particular TLD or jurisdiction, or was blocked in error, the sole remedy for a dispute under Section 2.2 of this Policy shall be the removal of the label or Domain Name from the GlobalBlock service.

4.3 Unblocking Challenge

If the Panelist finds that consent was unreasonably withheld, the sole remedy for a dispute under Section 2.3 of this Policy shall be the unblocking of the Domain Name(s) in question and allocation to the Complainant.

4.4 Implementation

If a Panelist's decision requires a change to the status of a registered Domain Name or GlobalBlock, the BSA, Registry Operator and/or RSP (as relevant) will wait ten (10) Business Days after communication of the Dispute Determination before implementing that decision, unless a party submits to the BSA (with a copy to the Dispute Provider) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the Complainant or Respondent has commenced a lawsuit against the other party or parties in another venue. If such documentation is received no further action shall be taken until the BSA receives (i) satisfactory evidence of an agreed resolution between the parties; (ii) satisfactory evidence that party's lawsuit has been dismissed or withdrawn; or

(iii) a copy of an order from such court dismissing such lawsuit or otherwise directing an outcome in relation to the subject of the dispute.

5 Rules

Administrative proceedings for the resolution of disputes under the GlobalBlock Dispute Resolution Policy shall be governed by these Rules and also the Supplemental Rules of the Dispute Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Dispute Provider conflict with these Rules, these Rules supersede.

5.1 Transmission of File

The Dispute Provider shall forward the file to the Panelist as soon as appointed.

5.2 No In-Person Hearings

There shall be no in-person hearings, including hearings by teleconference, video conference or web conference.

5.3 Availability of Court Proceedings

The dispute process set forth in this Policy does not prevent either party from submitting a dispute concerning the subject to another administrative proceeding or to a court of competent jurisdiction. Such activity may be initiated during the dispute resolution process or after such proceeding is concluded. The party initiating such activity must immediately provide the Dispute Provider with notice of commencement of such activity, whereupon any active proceedings under this Policy will be stayed pending the outcome of the proceedings so initiated.

5.4 Exclusions of Liability

Except in the case of deliberate wrongdoing, neither BSA, the Dispute Provider, nor any Panelist shall be liable to a party for any act or omission in connection with any administrative proceeding under this Policy.

5.5 Language

The language of proceedings shall be English. All communications shall be in English. It is the responsibility of the parties to provide certified translations into English of all documents and supporting evidence whose original is in any other language, along with a copy of the original.

6 Definition and Review

This document has been prepared and published in order to represent our policy with regard to the administrative and technical management of the Service.

We may discontinue or amend any part or the whole of this Policy from time to time at our absolute discretion.

Definitions

We, us and our means any or all of Brand Safety Alliance LLC, its subsidiary entities and their respective officers, employees, contractors or sub-contractors.

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