



## **.LV Domain Name Dispute Resolution Policy**

Riga, 1 September 2023

### **1. Purpose.**

**1.1.** The .LV Domain Name Dispute Resolution Policy (".LV Dispute Policy") shall form a part of the Agreement on the Right to Use the Domain Name and shall set out the terms and conditions applicable to disputes between the domain name holder and any other party concerning the rights to use the second-level domain name at the top level in the .LV domain and third-level domain name in the .COM.LV, .EDU.LV, .ORG.LV, .NET.LV, .ASN.LV and .CONF.LV subdomains.

**1.2.** Out-of-court disputes shall be resolved by domain name alternative dispute resolution service providers ("Service Provider") approved by the NIC.

**1.3.** The alternative dispute resolution proceeding shall apply in the cases specified in Paragraph 4 of the .LV Dispute Policy, in accordance with:

- the Rules for .LV Domain Name Dispute Resolution Policy (the ".LV Dispute Rules"), available at the website [www.nic.lv](http://www.nic.lv), and

- the Supplemental Rules for .LV Domain Name Dispute Resolution Policy (the "Supplemental Rules for .LV") adopted by the Service Provider and available on the website of the Service Provider.

**1.4.** The .LV Dispute Policy shall not apply to the Registry or any .LV registrar (the "Registrar") when acting in their capacity providing top-level domain .LV services, including registration and management of the domain name, for example, in cases of consumer disputes.

### **2. Responsibilities of the Domain Name Holder.**

**2.1.** Upon application for a domain name, use of the domain name and renewal of the right to use the domain name, the domain name holder shall ensure and be responsible that:

**2.1.1.** the data provided is always valid and precise,

**2.1.2.** the registration of the domain name will not knowingly infringe the legitimate rights of other parties nor violate any applicable legislation of the Republic of Latvia, and

**2.1.3.** the domain name is not used to knowingly violate any applicable legislation of the Republic of Latvia.

**2.2.** The domain name holder shall be responsible for all disputes that may arise during the use of the domain name.

### **3. Cancellation, Transfer and Change of Data of the Domain Name.**

**3.1.** The Registry will cancel the domain name, transfer the right to use the domain name or make changes to the data of the domain name if:

**3.1.1.** a court judgment or arbitration court judgment, which imposes an obligation on the Registry, is received; and/or

**3.1.2.** in accordance with sub-paragraph 4.1.9. and 4.1.11. of the .LV Dispute Policy and .LV Dispute Rules, the decision of the Panel or a notice from the Service Provider in the case of a settlement between the parties, is received, which determines specific actions with the domain name and in which one of the parties is the domain name holder.

### **4. Alternative Dispute Resolution Proceeding.**

**4.1.** The domain name holder shall be obliged to submit to an alternative dispute resolution proceeding in the cases set in this Paragraph.

**4.1.1. Application of Alternative Dispute Resolution Proceeding.** The domain name holder shall be obliged to participate in the mandatory alternative dispute resolution proceeding in the event that a third party (a "Complainant") alleges to the Service Provider in compliance with the .LV Dispute Rules, Supplemental Rules for .LV that:

(i) the domain name is identical or confusingly similar to:

I. a trademark or service mark protected in Latvia in which the complainant has rights, or

II. a geographical indication protected in Latvia or by European Union law, or

III. a merchant's name (firm name) as registered in the Commercial Register of Latvia; and

(ii) the domain name holder has no rights or legitimate interests in respect of the domain name; and

(iii) the domain name has been registered or is being used in bad faith.

In an alternative dispute resolution proceeding, the Complainant is required to prove that each of these three elements exists.

**4.1.2. Evidence of Registration or Use in Bad Faith.** For the purposes of sub-paragraph 4.1.1. (iii), the following circumstances, in particular but without limitation, if established by the Panel, shall be evidence of the registration or use of a domain name in bad faith:

(i) circumstances indicating that the domain name holder registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant or a competitor of that Complainant for a consideration that substantially exceeds the domain name holders' costs directly related to the domain name; or

(ii) the domain name holder registered the domain name in order to prevent the Complainant from using it, provided that the domain name holder has engaged in a pattern of such conduct, and the conduct has affected the Complainant or other persons; or

(iii) the domain name has been registered by the domain name holder primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, the domain name holder has attempted to attract Internet users to its website or another online venue for commercial gain by creating a likelihood of confusion with the complainant's rights.

**4.1.3. Rights and Legitimate Interests in the Use of a Domain Name.** Upon receipt of a complaint, the domain name holder shall comply with Paragraph 5 of the .LV Dispute Rules in order to prepare a response. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall establish the domain name holder's rights or legitimate interests in the domain name for purposes of Paragraph 4.1.1. (ii):

(i) use of, or demonstrable intention to use the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services, if said activities were performed before receipt of any notice of the dispute; or

(ii) domain name holder (as an individual, business, or other organization) has been commonly known by the domain name, even if domain name holder has acquired no trademark or service mark rights; or

(iii) the domain name holder is legitimately using the domain name for a *bona fide* purpose without intent to obtain a commercial gain, to mislead visitors or to tarnish reputation of the trademark or service mark, or geographical indication concerned.

**4.1.4. Submission of a complaint.** The Complainant shall submit the complaint to the Service Provider in accordance with Paragraph 3 of the .LV Dispute Rules.

**4.1.5. Initiation of an Alternative Dispute Resolution Proceeding and the Process for Appointing the Panel.** The .LV Dispute Rules establishes the process by which alternative dispute resolution proceeding is initiated and carried out, as well as the appointment of the Panel to decide on the resolution of the dispute.

**4.1.6. Consolidation.** In the event of multiple disputes between a domain name holder and a complainant, either the domain name holder or the complainant may submit a request to consolidate the disputes before a Panel. This petition shall be made to the Panel appointed to hear a pending dispute between the parties. The Panel may consolidate any or all such disputes at its discretion, provided that the disputes being consolidated are governed by the applicable .LV Dispute Policy.

**4.1.7. Fees.** All fees charged by the Service Provider for any dispute handled by a Panel in accordance with the .LV Dispute Policy shall be paid by the complainant.

**4.1.8. Involvement of the Registry or the Registrar in the Alternative Dispute Resolution Proceeding.** The Registry or the Registrar shall not participate in the administration or handling of any alternative dispute resolution proceeding. The Registry or the Registrar shall not be liable for any decisions taken by the Panel.

**4.1.9. Remedies.** The remedies available to a complainant pursuant to any alternative dispute resolution proceeding before a Panel shall be limited to requiring the cancellation of domain name or the transfer of domain name registration to the complainant.

**4.1.10. Notification and Publication.** The Provider shall notify the Registry of any decision made by a Panel with respect to a domain name registered for a domain name holder. Any decision made in accordance with the .LV Dispute Policy will be published in full on the Internet, excluding the names of the individuals who participated in the alternative dispute resolution proceeding.

**4.1.11. Availability of Court Proceedings.**

**4.1.11.1.** The alternative dispute resolution proceeding shall not prevent either the domain name holder or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before the alternative dispute resolution is commenced or after such resolution is concluded.

**4.1.11.2.** After the Service Provider has informed the Registry about the Panel's decision regarding the deletion or transfer of the domain name, the Registry shall wait for ten (10) business days, taking into account holidays and public holidays in the Republic of Latvia, before implementing such decision.

**4.1.11.3.** If no official document has been received from the domain name holder within this period stating that the domain name holder has brought an action against the complainant in a court of the Republic of Latvia, the Registry shall comply with the Panel's decision.

**4.1.11.4.** If the official document stating that the domain name holder has brought an action against the complainant in a court of the Republic of Latvia is received from the domain name holder within the said period, the Registry shall not comply with the Panel's decision and shall take no further action until the Registry receives:

- (i) satisfactory evidence of a settlement between the parties,
- (ii) satisfactory evidence that the domain name holder's lawsuit has been dismissed or withdrawn, or
- (iii) a copy of a legally binding court decision.

## **5. All Other Disputes and Litigation.**

All other disputes between the domain name holder and any party other than the Registry or Registrar regarding domain name registration that are not brought pursuant to the .LV Dispute rules shall be resolved between the domain name holder and such other party through any court, arbitration or other proceeding.

## **6. Involvement of the Registry or Registrars in Disputes.**

The Registry or the Registrar shall not participate in any way in any dispute between domain name holder and any party regarding the registration and use of the domain name. The parties to the dispute shall not name the Registry or the Registrar as a party or otherwise include in any such proceeding.

## **7. Maintaining the *Status Quo*.**

Registry will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name involved in the alternative dispute resolution proceeding except as provided in Paragraph 3.

## **8. Transfers of a Domain Name to a New Holder.**

The domain name holder may not transfer domain name registration to another holder:

(i) during a pending alternative dispute resolution proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (taking into account holidays and public holidays in Latvia) after such proceeding is concluded, or

(ii) during a pending court proceeding or arbitration commenced regarding domain name.

The Registry reserves the right to cancel any transfer of a domain name registration to another holder that is made in violation of this sub-paragraph.

## **9. Policy Amendments.**

**9.1.** The Registry shall have the right to modify this .LV Dispute Policy at any time.

**9.2.** In order to ensure the participation of the public and stakeholders in the development of the amendments, the Registry shall, not later than one month before the .LV Dispute Policy or its amendments, publish the planned amendments on the website [www.nic.lv](http://www.nic.lv) and forward the planned amendments for consideration to the Ministry of Transport of the Republic of Latvia.

**9.3.** If a change in the laws and regulations comes into force and it is not possible to comply with the provision in Paragraph 9.2., it is permissible for the Registry to amend the .LV Dispute Policy by publishing the planned amendments on its website [www.nic.lv](http://www.nic.lv) as soon as reasonably possible.

**9.4.** Any amendments will be binding upon the domain name holder with respect to any dispute over the right to use the domain name, regardless of whether the disputed domain name has been registered before or after the effective date of the amendments the .LV Dispute Policy and .LV Dispute Rules.

**9.5.** If a complaint is submitted to the Service Provider, the version of the .LV Dispute Policy that was in effect at the time of receipt of the complaint shall apply to the domain name holder and shall apply until the end of the dispute.

**9.6.** If the domain name holder does not agree with the amendments to the .LV Dispute Policy, it shall inform the Registry in writing with a signed request. In such case, it shall be assumed that the agreement with the domain name holder is terminated at the end of the paid domain name period or sooner if the domain name holder has requested so. The Registry shall terminate all or individual agreements on the right to use the domain name, according to the request of the domain name holder in which it has indicated the domain names it wishes to retain registration and agrees to the amendments to the .LV Dispute Policy. In this case, the domain name holder shall not be entitled to a refund of the payments made.