



Rules for .LV Domain Name Dispute Resolution Policy (the “.LV Dispute Rules”)

Riga, 1 September 2023

Alternative dispute resolution proceedings for the resolution of disputes under the .LV Domain Name Dispute Resolution Policy (the “.LV Dispute Policy”) adopted by Network Solutions Department of the Institute of Mathematics and Computer Science of the University of Latvia (“NIC” or the “Registry”) shall be governed by the .LV Dispute Policy, these .LV Dispute Rules and also the Supplemental Rules for .LV Domain Name Dispute Resolution Policy (the “Supplemental Rules for .LV”) as posted on the website of the domain name dispute resolution service provider (the “Provider”).

1. Definitions.

In these .LV Dispute Rules:

- 1.1. Respondent** means the holder of a domain name registration against which a complaint is initiated.
- 1.2. Dispute Lock** means a set of measures that the Registry applies to a domain name, which prevents at a minimum any modification to the registrant and registrar information by the Respondent, but does not affect the resolution of the domain name or the renewal of the domain name.
- 1.3. Expert** means an individual appointed by the Provider to be a member of a Panel.
- 1.4. Pendency** means the time period from the moment a complaint has been submitted by the Complainant to the Provider to the time the decision has been implemented or the complaint has been terminated.
- 1.5. Mutual Jurisdiction** means the courts of Latvia.
- 1.6. .LV Dispute Policy** means the .LV Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.
- 1.7. NIC** Network Solutions Department of the Institute of Mathematics and Computer Science of the University of Latvia, i.e., the Registry.
- 1.8. Provider** means a domain name dispute resolution service provider selected according to the ADR service provider appointment procedure.
- 1.9. Supplemental Rules for .LV** means the Supplemental Rules for .LV Domain Name Dispute Resolution Policy adopted by a domain name dispute resolution service provider appointed by NIC administering a proceeding to supplement these .LV Dispute Rules. The Supplemental Rules for .LV shall not be inconsistent with the .LV Dispute Policy or these .LV Dispute Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider and the Panel, and the form of cover sheets.
- 1.10. Party** means a Complainant or a Respondent.
- 1.11. Registration Agreement** means the agreement between a Registrar or the Registry, as it corresponds, and a domain name holder.
- 1.12. Registrar** means an entity which has signed the agreement with NIC and provides domain name registration services.
- 1.13. Reverse Domain Name Hijacking** means filing a Complaint in bad faith to attempt to deprive a registered domain name holder of a domain name.
- 1.14. Panel** means an expert appointed by the Provider to decide a complaint concerning a domain name registration.
- 1.15. Complainant** means the party initiating a complaint concerning a Second-Level domain name registration under the .LV Top-Level Domain, and the Third-Level domain name registration in the domains COM.LV, .EDU.LV, .ORG.LV, .NET.LV, .ASN.LV, and .CONF.LV.

2. Communications.

2.1. When notifying a complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to the Respondent.

Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

2.1.1. sending the complaint, including any annexes, in electronic form by e-mail to the e-mail addresses supplied by the Registry to the Provider shown in the domain name's registration data in the Registry's database for the registered domain name holder, technical, and administrative contacts;

2.1.2. sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant under Paragraph 3.2.4.

2.2. Except as provided in Paragraph 2.1., any written communication to the Complainant or the Respondent provided for under these .LV Dispute Rules shall be made electronically via the Internet (a record of its transmission being available).

2.3. Any communication to the Provider or the Panel shall be made by the means and in the manner stated in the Supplemental Rules for .LV.

2.4. Communications shall be made in the language prescribed in Paragraph 11.

2.5. Either Party may update its contact details by notifying the Provider, and the Registry or the Registrar.

2.6. Except as otherwise provided in these .LV Dispute Rules, or decided by a Panel, all communications provided for under these .LV Dispute Rules shall be deemed to have been made via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

2.7. Except as otherwise provided in these .LV Dispute Rules, all time periods calculated under these .LV Dispute Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2.6.

2.8. Any communication by:

2.8.1. a Panel to any Party shall be copied to the Provider and to the other Party;

2.8.2. the Provider to any Party shall be copied to the other Party; and

2.8.3. a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

2.9. It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.

2.10. In the event a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification.

3. The Complaint.

3.1. Any person or entity may initiate an alternative dispute resolution proceeding by submitting a complaint in accordance with the .LV Dispute Policy and these .LV Dispute Rules to the Provider. (Due to capacity constraints or for other reasons, the Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission).

3.2. The complaint including any annexes shall be submitted in electronic form and shall:

3.2.1. Request that the complaint be submitted for decision in accordance with the .LV Dispute Policy and these .LV Dispute Rules;

3.2.2. Provide the name of the Complainant, the country where the Complainant is located, and the e-mail addresses and the telephone numbers of the Complainant and of any representative authorized to act for the Complainant in the alternative dispute resolution proceeding;

3.2.3. Specify a preferred e-mail address for communications directed to the Complainant in the alternative dispute resolution proceeding (including the person to be contacted);

3.2.4. Provide the name of the Respondent and all information (including any e-mail addresses and telephone numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;

3.2.5. Specify the domain name(s) that is/are the subject of the complaint;

3.2.6. Identify the concerned Registrar or the Registry with whom the domain name(s) is/are registered at the time the complaint is filed;

3.2.7. Specify the trademark(s) or service mark(s) protected in Latvia, or geographical indication(s) protected in Latvia or by European Union Law, or merchant's name(s) protected in Latvia on which the complaint is based.

3.2.8. Describe, in accordance with the .LV Dispute Policy, the grounds on which the complaint is made including, in particular,

3.2.8.1. the manner in which the domain name(s) is/are identical or confusingly similar to a trademark, service mark protected in Latvia or geographical indication protected in Latvia or by European Union Law or merchant's name protected in Latvia in which the Complainant has rights; and

3.2.8.2. why the Respondent (domain name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and

3.2.8.3. why the domain name(s) should be considered as having been registered or being used in bad faith (The description should, for elements 3.2.8.2. and 3.2.8.3., discuss any aspects of Paragraphs 4.1.2. and 4.1.3. of the .LV Dispute Policy that are applicable. The description shall comply with any word or page limit set forth in the Supplemental Rules for .LV.);

3.2.9. Specify, in accordance with the .LV Dispute Policy, the remedies sought;

3.2.10. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

3.2.11. State that Complainant will submit, with respect to any challenges to a decision in the alternative dispute resolution proceeding cancelling or transferring the domain name(s), to the jurisdiction of the courts in Latvia;

3.2.12. Conclude with 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 concerning the registration of the domain name(s), the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the Provider and Experts, except in the case of deliberate wrongdoing, (b) the Registrar, and (c) NIC, as well as their directors, officers, employees, 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, and that the assertions in this Complaint are warranted under these .LV Dispute Rules and under applicable law."; and

3.2.13. Annex any documentary or other evidence, including any documents certifying the right to trademark or service mark or geographical indication or merchant's name upon which the complaint relies, together with a schedule indexing such evidence.

3.3. The complaint may relate to more than one domain name, provided that the domain names are registered by the same or related domain name holder (s).

4. Notification of Complaint.

4.1. The Provider shall submit a verification request to the Registry. The verification request will include a request to Dispute Lock the domain name(s).

4.2. Within two (2) business days of receiving the Provider's verification request, the Registry shall provide the information requested in the verification request and confirm that a Dispute Lock of the domain name(s) has been applied. Neither the Registry, nor the Registrar, shall notify the Respondent of the proceeding until the Dispute Lock status has been applied. The Dispute Lock shall remain in place through the remaining Pendency of the proceeding. Any updates to the Respondent's data, such as through the result of a request by a privacy or proxy provider to reveal the underlying customer data, must be made before the two (2) business day period concludes or before the Registry verifies the information requested and confirms the Dispute Lock to the Provider, whichever occurs first. Any modification(s) of the Respondent's data following the two (2) business day period may be addressed by the Panel in its decision.

4.3. The Provider shall review the complaint for administrative compliance with the .LV Dispute Policy and these .LV Dispute Rules and, if in compliance, shall forward the complaint, including any annexes, electronically to the Respondent and the Registry, in the manner prescribed by Paragraph 2.1., within five (5) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

4.4. If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the alternative dispute resolution proceeding will be deemed as not started, and the complaint as not filed, without prejudice to submission of a different complaint by Complainant.

4.5. If the Provider dismisses the complaint due to an administrative deficiency, or the Complainant voluntarily withdraws its complaint, the Provider shall inform the Registry that the proceedings have been withdrawn, and the Registry shall release the Dispute Lock within one (1) business day of receiving the dismissal or withdrawal notice from the Provider.

4.6. The date of commencement of the alternative dispute resolution proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2.1. in connection with sending the complaint to the Respondent.

4.7. The Provider shall immediately notify the Complainant, the Respondent and the Registry of the date of commencement of the alternative dispute resolution proceeding. The Provider shall inform the Respondent that any corrections to the Respondent's contact information during the remaining pendency of the proceedings shall be communicated to the Provider further to Paragraphs 5.3.2. and 5.3.3.

5. The Response.

5.1. Within twenty (20) days of the date of commencement of the alternative dispute resolution proceeding the Respondent shall submit a response (if any) to the Provider.

5.2. The Respondent may expressly request an additional four (4) calendar days in which to respond to the complaint, and the Provider shall automatically grant the extension and notify the Parties thereof. This extension does not preclude any additional extensions that may be given further to Paragraph 5.5. of these .LV Dispute Rules.

5.3. The response including any annexes shall be submitted in electronic form and shall:

5.3.1. Respond to the statements and allegations contained in the complaint and include any and all bases for the Respondent to retain registration and use of the disputed domain name(s) (this portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules for .LV);

5.3.2. Provide the name and the postal address of the Respondent, and the e-mail addresses and the telephone numbers and any other information required by the Provider and of any representative authorized to act for the Respondent in the alternative dispute resolution proceeding;

5.3.3. Specify a preferred e-mail address for communications directed to the Respondent in the alternative dispute resolution proceeding (including the person to be contacted);

5.3.4. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

5.3.5. State that a copy of the response including any annexes has been sent or transmitted to the Complainant, in accordance with Paragraph 2.2.; and

5.3.6. 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, that this Response is not being presented for any improper purpose and that the assertions in this Response are warranted under these .LV Dispute Rules and under applicable law, as it now exists."; and

5.3.7. Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

5.4. At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

5.5. If a Respondent does not submit a response and in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision.

6.1. The Provider shall maintain and publish a publicly available list of Experts and their qualifications.

6.2. The Provider shall appoint, within seven (7) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, an Expert from its list of Experts.

6.3. Once the Panel is appointed, the Provider shall notify the Parties of the Expert appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence.

An Expert shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Expert's impartiality or independence. If, at any stage during the alternative dispute resolution proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Expert, that Expert shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Expert.

8. Communication Between Parties and the Panel.

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Supplemental Rules for .LV.

9. Transmission of the File to the Panel.

The Provider shall forward the file to the Panel as soon as the Expert is appointed.

10. General Powers of the Panel.

10.1. The Panel shall conduct the alternative dispute resolution in such manner as it considers appropriate in accordance with the .LV Dispute Policy and these .LV Dispute Rules.

10.2. In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

10.3. The Panel shall ensure that the alternative dispute resolution takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these .LV Dispute Rules or by the Panel.

10.4. The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

10.5. A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the .LV Dispute Policy and these .LV Dispute Rules.

11. Language of Proceedings.

11.1. The language of the alternative dispute resolution proceeding shall be Latvian unless the Parties agree on English being the language of the alternative dispute resolution. A Complainant may file a Complaint in English only if both parties (i.e. the Complainant and the Respondent) are located outside Latvia.

11.2. The Panel may order that any documents submitted in languages other than the language of the alternative dispute resolution proceeding be accompanied by a translation in whole or in part into the language of the alternative dispute resolution proceeding.

12. Further Statements.

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings.

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Default.

14.1. In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these .LV Dispute Rules or the Panel, the Panel shall proceed to a decision on the complaint.

14.2. If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these .LV Dispute Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions.

15.1. A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the .LV Dispute Policy, these .LV Dispute Rules and any rules and principles of law that it deems applicable.

15.2. In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

15.3. The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Expert.

15.4. Panel decisions shall normally comply with the guidelines as to length set forth in the Supplemental Rules for .LV. If the Panel concludes that the dispute is not within the scope of Paragraph 4.1.1. of the .LV Dispute Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the alternative dispute resolution proceeding.

16. Communication of Decision to Parties.

16.1. Within five (5) business days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party and the Registry. The Registry shall within three (3) business days of receiving the decision from the Provider communicate to each Party, and the Provider, the date for the implementation of the decision in accordance with the .LV Dispute Policy.

16.2. Except if the Panel determines otherwise (see sub-paragraph 4.1.10. of the .LV Dispute Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15.4. of these .LV Dispute Rules) shall be published.

17. Settlement or Other Grounds for Termination.

17.1. If, before the Panel's decision, the Parties agree on a settlement, the Provider or the Panel, as the case may be, shall terminate the alternative dispute resolution proceeding. A settlement shall follow steps 17.1.1. – 17.1.7.:

17.1.1. The Parties provide written notice of a request to suspend the proceedings because the parties are discussing settlement to the Provider.

17.1.2. The Provider acknowledges receipt of the request for suspension and informs the Registry of the suspension request and the expected duration of the suspension.

17.1.3. The Parties reach a settlement and provide a standard settlement form to the Provider further to the Supplemental Rules for .LV and settlement form. The standard settlement form is not intended to be an agreement itself, but only to summarize the essential terms of the Parties' separate settlement agreement. The Provider shall not disclose the completed standard settlement form to any third party.

17.1.4. The Provider shall confirm to the Registry, copying the Parties, the outcome of the settlement as it relates to actions that need to be taken by the Registry.

17.1.5. Upon receiving notice from the Provider further to 17.1.4., the Registry shall remove the Dispute Lock within two (2) business days.

17.1.6. The Complainant shall confirm to the Provider that the settlement as it relates to the domain name(s) has been implemented further to the Supplemental Rules for .LV.

17.1.7. The Provider will dismiss the proceedings without prejudice unless otherwise stipulated in the settlement.

17.2. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the alternative dispute resolution proceeding for any reason, the Panel shall terminate the alternative dispute resolution proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings.

18.1. In the event of any legal proceedings initiated prior to or during an alternative dispute resolution proceeding in respect of a domain name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the alternative dispute resolution proceeding, or to proceed to a decision.

18.2. In the event that a Party initiates any legal proceedings during the Pendency of an alternative dispute resolution proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

19. Fees.

19.1. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules for .LV, within the time and in the amount required. The Complainant shall bear all of the Provider's fees.

19.2. No action shall be taken by the Provider on a complaint until it has received from the Complainant the initial fee in accordance with Paragraph 19.1.

19.3. If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed not filed.

20. Exclusion of Liability.

Except in the case of deliberate wrongdoing, neither the Provider nor an Expert shall be liable to a Party for any act or omission in connection with any alternative dispute resolution proceeding under these .LV Dispute Rules.

21. Amendments.

21.1. The Registry shall have the right to modify .LV Dispute Rules at any time.

21.2 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 Rules or its amendments, publish the planned amendments on the website www.nic.lv and forward the planned amendments for consideration to the Ministry of Transport of the Republic of Latvia.

21.3. If a change in the laws and regulations comes into force and it is not possible to comply with this provision, it is permissible for the Registry to amend the .LV Dispute Rules by publishing the planned amendments on its website www.nic.lv as soon as reasonably possible.

21.4. If a complaint is submitted to the Service Provider, the version of the .LV Dispute Rules 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.

21.5. If the domain name holder does not agree with the amendments to the .LV Dispute Rules, 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 Rules. In this case, the domain name holder shall not be entitled to a refund of the payments made.