



RESOLUTION EXPERTS
Dispute Resolution Services

RESOLUTION EXPERT'S SUPPLEMENTAL RULES TO TZNIC UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY (effective 1 January 2016)



1. Scope

- a. **Relationship to Rules.** These Supplemental Rules are to be read and used in connection with the Uniform Domain Name Dispute Resolution Policy for .tz and the Rules for Uniform Domain Name Dispute Resolution for .tz
- b. **Version of Supplemental Rules.** The version of these Supplemental Rules as in effect on the date of the submission of the complaint shall apply to the administrative proceeding commenced thereby.

2. Definitions

- a. “*ResEx*” means Resolution Experts Co. Ltd
- b. “*Policy*” means Uniform Domain Name Dispute Resolution Policy for .tz
- c. “*Rules*” means Rules for Uniform Domain Name Dispute Resolution for .tz
- d. “*Supplemental Rules*” mean these Rules which are Supplemental to the Rules and the Policy and are adopted by Resolution Experts (ResEx) to assess Complaints regarding Domain Name Dispute and administer proceedings in conformity with “the Rules” and where required supplement them.
- e. Any terms defined in the Policy and Rules shall have the same meaning in these Supplemental Rules.



3. Communications

- a. Modalities.** Any submission that may or is required to be made to ResEx during proceedings and pursuant to these Rules, may be made either:
- i. by telecopy or facsimile transmission, with a confirmation of transmission; or
 - ii. by electronic mail (e-mail) to ddrs@resolutionexperts.co.tz
 - iii. by post to *Resolution Experts, Arcade House, 1st Floor, P. O. Box 648, Dar es Salaam, Tanzania*
- b. Online Dispute Resolution (ODR)** In the case where both parties agree, through the ResEx's Internet-based case filing and administration system available at www.iresolve.co.tz
- c. Copies.** When a paper submission is to be made to ResEx by a Party, it shall be submitted in 6 copies (including 1 original) sets together with the original of such submission.
- d. Archive.** ResEx shall maintain an archive of all communications received or required to be made under the Rules.
- e.** Communications are deemed to be made on the date of the actual transmission accompanied with verifiable records: through the web, fax, courier mail. Sending party must retain records of fact and circumstances of sending, which will be available for inspection by affected parties and for reporting purposes. In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Provider (or Panel) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Provider (or the Panel).



f. Communication between Parties and Panel. No Party or anyone acting on its behalf may have direct communication with the Panel. Any communication by;

- i. a Panel to any Party shall be copied to the Provider and to the other Party;
- ii. the Provider to any Party shall be copied to the other Party; and
- iii. a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

g. Contact Updates. Either Party may update its contact details by notifying the Provider. Where there is an instance of non-delivery of a communication, the Provider must be notified.

4. Submission of Complaint

- a. Complaint Form.** In accordance with the Rules, the Complainant shall be required to send or transmit by email (including annexes) its complaint using the **Complaint Submission Form No. 1**.
- b. Word limits.** The word limit shall be 20 page or 5,000 words whichever less.

5. Formalities Compliance Review

- a. Deficiency Notification.** ResEx shall, within five (5) calendar days of receiving the complaint, review the complaint for compliance with the formal requirements of the Policy, Rules and Supplemental Rules and notify the Complainant and Respondent of any deficiencies therein.
- b. Withdrawal.** If the Complainant fails to remedy any deficiencies identified by the Center within five (5) calendar days), ResEx shall notify the Complainant, the Respondent and the concerned



Registrar(s) of the deemed withdrawal of the complaint without prejudice to submission of a different complaint by the Complainant.

- c. **Fee Refunds.** Unless the Complainant confirms its intention to re-submit a complaint to ResEx following a deemed withdrawal, ResEx shall refund the fee paid by the Complainant in accordance to the Rules, less 40% processing fee.

6. Notification of Complaint

- a. **Registrar Notification.** The Complainant shall provide a copy of the complaint to the concerned Registrar(s) at the same time as it submits its complaint to ResEx.
- b. **Complaint Notification Instructions.** If the complaint is compliant with the Policy, Rules and Supplemental Rules, ResEx shall send written notice of the complaint to the Respondent together with the instructions set out in **Response Submission Form No. 2**. The complaint as a whole will be forwarded to the Respondent electronically.
- c. The date of commencement of the administrative proceedings shall be the date on which ResEx completes its responsibilities in connection with sending the complaint to the Respondent. ResEx shall notify the Complainant, the Respondent, the Registrar If applicable and tzNIC of the date of commencement of the administrative proceedings.



7. Appointment of Case Administrator

A Case Administrator shall be appointed for each Proceeding, acting on behalf of ResEx.

- a. **Notification.** ResEx shall advise the Parties of the name and contact details of a member of its staff who shall be the Case Administrator and who shall be responsible for all administrative matters relating to the dispute and communications to the Administrative Panel.
- b. **Responsibilities.** The Case Administrator may provide administrative assistance to the Administrative Panel or a Panelist, but shall have no authority to decide matters of a substantive nature concerning the dispute. The Case Administrator shall ensure smooth functioning of all aspects of case matters including communications, and shall be solely in charge of administrative functions.
- c. **Case Management.** Each Case Administrator shall establish a case file for all case documents and proceedings as they become available.
- d. **Engagement.** Disputing Party shall not engage in unilateral contacts with the Administrative Panel at any time. Communications must be directed to the Case Administrator acting on behalf of ResEx. A Case Administrator appointed by ResEx shall appropriately relay all communications by Complainant or Respondent, to/from the Panel to the Provider/Parties of the Administrative Procedure unless otherwise and appropriately agreed to. A Case Administrator appointed by ResEx shall



appropriately relay all communications from the Provider/Administrative Panel to the Complainant and/or Respondent as required and appropriate. Where Panel, Provider or Case Administrator or parties to the Administrative Proceeding initiate communication, the Provider, the Case Administrator and the Parties to the Proceeding involved must always be provided with a written copy of said communication.

8. Response Submission

- a. Limitation of time.** Submit the whole response electronically (including annexes) no later than 20 calendar days after the date of commencement.
- b.** The Response must include all elements listed in Paragraph 5 of the Rules and set out in the Response Submission Form No. 2 and may not exceed 20 pages or 5000 word limit whichever ever less.

9. Panelist Appointment Procedures

- a. Panel of Neutrals.** ResEx maintains and publishes a publicly available list of panelists and their qualifications on the website: www.resolutionexperts.co.tz
- b. Panel Selection.** The Complainant shall have the option to elect to have the dispute decided by either a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (drawn from ResEx's Panel of Neutrals).
- c. Party Candidates.** Where a Party is required to submit the names of three (3) candidates for consideration for appointment by ResEx



as a Panelist that Party shall provide the names and contact details of its three candidates in the order of its preference. In appointing a Panelist, ResEx shall, subject to availability, respect the order of preference indicated by a Party.

- d. If either the Complainant or the Respondent elects to have the dispute decided by a three- member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Rule 9(e) below. The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.
- e. In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.
- f. Presiding Panelist**
 - i. The third Panelist appointed in accordance with Paragraph 6(e) of the Rules shall be the Presiding Panelist.



- ii. Where, under Paragraph 6(e) of the Rules, a Party fails to indicate its order of preference for the Presiding Panelist to ResEx, ResEx shall nevertheless proceed to appoint the Presiding Panelist.
- iii. Notwithstanding the procedure provided for in Paragraph 6(e) of the Rules, the Parties may jointly agree on the identity of the Presiding Panelist, in which case they shall notify ResEx in writing of such agreement no later than five (5) calendar days after receiving the list of candidates provided for in Paragraph 6(e).

g. Respondent Default. Where the Respondent does not submit a response within twenty (20) days of the commencement of the administrative proceedings or does not submit the payment provided for by the deadline specified ResEx shall proceed to appoint the Administrative Panel, as follows:

- i. If the Complainant has designated a single member Administrative Panel, ResEx shall appoint the Panelist from its published list;
- ii. If the Complainant has designated a three member Administrative Panel, ResEx shall, subject to availability, appoint one Panelist from the names submitted by the Complainant and shall appoint the second Panelist and the Presiding Panelist from its published list.



10. Fees

The applicable fees for the administrative procedure are specified in the Schedule of Fees hereto and posted on the web site www.resolutionexperts.co.tz.

11. Impartiality and Independence

- a. Panelist Declaration.** In accordance with Paragraph 7 of the Rules, upon appointment as a Panelist, a candidate shall be required to submit to ResEx a Declaration of Independence and Impartiality using the form set out in Form No. 4 (Declaration of Independence and Impartiality) hereto.
- b. Conflict of Interest.** A Panelist will be disqualified if circumstances exist that create a conflict of interest or cause the Panelist to be unfair and biased, including but not limited to the following:
- i. The Panelist has a personal bias or prejudice concerning a party or personal knowledge of disputed evidentiary facts;
 - ii. The Panelist has served as an attorney to any party or the Panelist has been associated with an attorney who has represented a party during that association;
 - iii. The Panelist, individually or as a fiduciary, or the Panelist's spouse or minor child residing in the Panelist's household, has a direct financial interest in a matter before the Panelist;



- iv. The Panelist or the Panelist's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - Is a party to the proceeding, or an officer, director, or trustee of a Party; or
 - Is acting as a lawyer or representative in the proceeding.
- c. **Challenge.** A party may challenge the selection of a Panelist, provided that a decision has not already been published, by filing with ResEx a written request stating the circumstances and specific reasons for the disqualification. A request to challenge must be filed in writing within five (5) Calendar Days of the date of receipt of the notice of the selection. Provided a decision has not already been published by the selected Panelist, ResEx will promptly review the challenge and determine whether circumstances exist requiring Panelist disqualification in accord with this rule.

12. Notification of Panelist/s Decision & Publication

- (a) ResEx will submit the decision to the parties, registrar and tzNIC within three (3) calendar days of receipt of the decision.
- (b) The decision in full will be published onto ResEx's website as per Paragraph 16(b) of the Rules
- (c) Once the Panel's decision is issued, the case is closed with the ResEx. No further submissions or requests will be considered.



13. Powers of the Panel

- a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and the Rules.
- b) 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.
- c) The Panel shall ensure that the administrative proceeding 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 the Rules or by the Panel.
- d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.
- e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and the Rules.

14. Correction of Panel Decisions

- a. Within three (3) days of receiving the decision, a Party may by written notice to ResEx and the other Party requests the Panel to correct in the decision any errors in computation, any clerical or typographical errors or any errors of a similar nature. Any such corrections shall be given in writing to the Parties and shall become a part of the decision.
- b. The Panel may correct any errors on its own initiative of the type referred to) above within seven (7) days of the date of the decision being rendered.



15. Amendments

Subject to the Policy and Rules, ResEx may amend in consultation with tzNIC, these Supplemental Rules. The version of these Supplemental Rules in effect at the time of a Party's submission of a Complaint shall govern proceedings with respect to that complaint

16. Exclusion of Liability

- a. Except in respect of deliberate wrongdoing, neither any member of the Panel nor ResEx shall be liable to a Party, a Registrar or tzNIC for any act or omission in connection with any administrative proceeding
- b. For the avoidance of doubt it is agreed and understood by the parties that where possible, ResEx will provide copies of documents to the Panelist or Panel appointed and ResEx and its Panelists are jointly and singularly indemnified by the Parties for any issues, liability or other concerns arising from the use of technology in this manner.



SCHEDULE OF FEES

Pursuant to the ResEx Supplemental Rules for .tz domain name dispute resolution

1. The applicable fees for individual and corporates complainants are provided on the tables below in Tanzanian Shillings (TZS)

(A) INDIVIDUAL FEES

Number of Domain Names	Single Panel	-Member	Administrative Fee	Total (exc. Tax)
1-5	800,000		500,000	1,300,000
6-10	1,200, 000		800, 000	2,000, 000
More than 10	Consult ResEx			

Number of Domain Names	Three Panel	-Member	Administrative Fee	Total
1-5	1,500,000		1,000, 000	2,500,000
6-10	3,000, 000		1,500, 000	4, 500, 000
More than 10	Consult ResEx			



(B) CORPORATE FEES

Number of Domain Names	Single-member panel	Administrative Fee	Total
1-5	1,200,000	800,000	2,000, 000
6-10	1,800, 000	1, 000, 000	2,800, 000
More than 10	Consult RexEx		

Number of Domain Names	Three-member Panel	Administrative Fee	Total
1-5	2, 500, 000	1, 500, 000	4, 000, 000
6-10	5, 000, 000	2, 500, 000	7, 500, 000
More than 10	Consult ResEx		

2. Mode of Payment

<i>By Cheque</i>	Resolution Experts Co. Ltd
<i>By Direct Deposit</i>	Account Name: Resolution Experts Co. Ltd Bank: CRDB BANK Plc Account No: 0150303287100 (Tshs) OR 0250303287100 (USD)
<i>By SWIFT /TT</i>	Account Name: Resolution Experts Co. Ltd Bank: CRDB BANK Plc Account No: 0150303287100 (Tshs) OR 0250303287100 (USD) SWIFT CODE: CoRUTZTZ



3. The fee calculation is determined with the following in mind;
 - a. How many domain name settlements are requested in the complaint
 - b. How many panellists are requested
 - c. The amount retained by ResEx as an administration fee and an amount to be paid to the panellists
 - d. Fees and determined based on necessary and reasonable costs (based on administrative and panellists expenses)
4. Upon full payment of the initial fee, the Provider shall take appropriate action on a complaint submission. A complaint is deemed withdrawn and terminated if there is nonpayment of required and established fees within 10 calendar days of submission of complaint.
5. The fees in its entirety shall be paid by the Complainant unless in the case the Respondent selects a three-member panel, then the Respondent shall pay one –half of the applicable fee for a three-member panel as setforth in the above table. This payment shall be made together with the submission of the Response to ResEx. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.
6. The fees to be paid to ResEx do not include any payments, which a Party might have to be made to a lawyer or representative representing such party. Such fees are purely a matter for each party
7. All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the Office of the Center shall be the responsibility of the Party making the payment.