



KIDS.US CONTENT REMOVAL CHALLENGE POLICY

1) **Purpose.** This Content Removal Challenge Policy (the “Policy”) has been adopted by NeuStar, Inc., the Administrator for KIDS.US, and approved by the United States Department of Commerce (“DOC”). It is incorporated by reference into the KIDS.US Registration Agreement, and sets forth the terms and conditions applicable to challenges brought by you as the Registrant (the “Challenger”) against NeuStar, Inc., the registry administrator for KIDS.US (the “Registry”) over the Registry’s decision to either:

- a) remove of a KIDS.US domain name from the authoritative domain name service, on the grounds that the KIDS.US domain name or the content on the associated KIDS.US website is in violation of the KIDS.US Content Policy (the “Content Policy”) set forth at www.neustar.us; or
- b) require that certain content be removed from the Kids.us domain, on the grounds that such content is in violation of the Content Policy.

Proceedings under Paragraph 3 of this Policy will be conducted according to the Rules for the Content Removal Challenge Policy (the “Rules”).

2) **Your Representations.** By applying to register a KIDS.US domain name, registering a KIDS.US domain name, or by asking to maintain or renew a KIDS.US domain name registration, you hereby represent and warrant that (a) the statements that you made in your KIDS.US Registration Agreement are complete and accurate; (b) you are not registering the domain name for an unlawful purpose; and (c) you will not knowingly use the domain name in violation of any applicable laws or regulations, including the Content Policy. It is your responsibility to determine whether your domain name registration is in compliance with the KIDS.US Registration Agreement.

3) **Availability of Administrative Proceeding.** You are entitled to initiate an administrative proceeding (“Challenge”) in the event that the Registry has taken action to remove your registered KIDS.US domain name from the zone file or has issued you a Content Violation Notice of Intent to Remove your KIDS.US domain name from the zone file (the “Removal Notice”) for violation of the Content Policy.

a) **Initiation of Proceeding and Process and Appointment of Administrative Panelist.** The Rules set forth the process for initiating and conducting a proceeding and for appointing the Panelist that will decide the challenge (the “Administrative Panelist”).

b) **Fees.** All fees charged by the dispute-resolution service provider (the “Provider”) in connection with any dispute before an Administrative Panelist pursuant to this Policy shall be paid by the Challenger.

- c) **Limitation of Liability.** The Registry will not be liable as a result of any decisions rendered by the Administrative Panelist.
 - d) **Remedies.** The remedies available to a Challenger pursuant to any proceeding before an Administrative Panelist shall be limited to requiring the reinstatement of the domain name or withdrawal of a Removal Notice. Under no circumstances may the Administrative Panelist order any other remedy except as stated above.
 - e) **Notification.** The Provider shall notify the Parties of any decision made by an Administrative Panelist with respect to a KIDS.US domain name.
- 4) **All Other Disputes and Litigation.** All other disputes between you and any party other than the Registry regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 3 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.
- 5) **Compliance During Administrative Proceeding.** The Registry has the authority to act on Content Guideline violations that arise during a pending Challenge, including but not limited to, the removal of a domain name in question from the zone file. If a Registrant fails to cure a Content Guideline violation or if there is newly added or newly discovered content that violates the Content Policy, the Registry has the sole discretion to remove the KIDS.US domain name from the zone file until the proceeding has been concluded. Challenges based on newly added or discovered content must be brought separately as new proceedings.
- 6) **The Registry's Involvement in Disputes.** The Registry will not participate in any way in any dispute between you and any party other than the Registry regarding the registration and use of your KIDS.US domain name. You shall not name the Registry as a party or otherwise include the Registry in any such proceeding. In the event that the Registry is named as a party in any such proceeding, the Registry reserves the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend itself.
- 7) **Policy Modifications.** The Registry reserves the right to modify this Policy at any time, subject to DOC approval. The Registry will post the revised Policy at www.neustar.us at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the initiation of an administrative proceeding with the Provider, in which event the version of the Policy in effect at the time it was invoked will apply until the administrative



proceeding is over, all such changes will be binding upon you with respect to any KIDS.US domain name Challenge, whether the Challenge arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your KIDS.US domain name registration, provided that you will not be entitled to a refund of any fees you paid. The revised Policy will apply to you until you cancel your KIDS.US domain name registration.

RULES FOR CONTENT REMOVAL CHALLENGE POLICY (THE “RULES”)

Administrative proceedings for the resolution of Challenges under the KIDS.US Content Removal Challenge Policy adopted by DOC shall be governed by these Rules.

1) Definitions

In these Rules:

- a) **Challenger** means the party initiating a Challenge concerning a KIDS.US domain name removal for violation of the Content Policy.
- b) **Content Policy** means the KIDS.US Content Policy set forth at www.neustar.us.
- c) **DOC** refers to the United States Department of Commerce.
- d) **Panelist** means an administrative Panelist appointed by the Provider to decide a Challenge concerning a KIDS.US domain name registration.
- e) **Party** means a Challenger or the Registry.
- f) **Policy** means the Content Removal Challenge Policy that is incorporated by reference and made a part of the Registration Agreement.
- g) **Provider** means a dispute-resolution service provider approved by DOC to administer Content Removal Challenges, and listed at www.neustar.us.
- h) **Registrant** means the holder of a KIDS.US domain name registration.
- i) **Registry** means NeuStar, Inc., the registry administrator for the KIDS.US domain name space.
- j) **Removal** means the deletion by the Registry of a KIDS.US domain name from the authoritative domain name service.
- k) **Removal Notice** means the Content Violation Notice of Intent to Remove sent to the Registrant by the Registry announcing the Registry's intention to delete the Registrant's KIDS.US domain name if certain material that violates the Content Policy is not removed from the website within the time frames set forth in the Content Policy.

- l) **Supplemental Rules** means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, and the means for communicating with the Provider and the Panel.

2) **Communications**

- a) Any written communication required under these Rules shall be made electronically using the Provider's online challenge communication procedures.
- b) Any communication to the Provider or the Panelist shall be made in accordance with the Provider's Supplemental Rules.
- c) All communications shall be made in English.
- d) Either Party may update its contact details by notifying the Provider through the Provider's online challenge communication procedures.
- e) Except as otherwise provided in these Rules, or decided by a Panelist, all communications provided for under these Rules shall be deemed to have been made on the date that the communication was electronically transmitted, provided that the date of transmission is verifiable.
- f) Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(e).
- g) Except as otherwise provided in these Rules, any communication between the Provider, the Parties, or the Panelist shall be conducted using the Provider's online challenge communication procedures, which will assure that communication by:
 - i) A Panelist to any Party is copied to the Provider and to the other Party;
 - ii) The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party is copied to the other Party; and
 - iii) A Party is copied to the other Party, the Panelist and the Provider, as

the case may be.

3) The Challenge

- a) The Registrant of any KIDS.US domain name that has been Removed by the Registry, or has been issued a Removal Notice from the Registry, for violation of the Content Policy may initiate a Content Removal Challenge by submitting such Challenge to the Provider in accordance with the Policy and these Rules.
- b) The Challenge must be initiated no later than thirty (30) calendar days following the date of removal or the date of the Removal Notice, whichever is earlier.
- c) The Challenge shall be submitted electronically to the Provider using the Provider's online challenge filing procedures.
- d) The Challenge shall:
 - i) Request that the Challenge be submitted for decision in accordance with the Policy and Rules and describe why the domain name registration should be considered subject to the Policy;
 - ii) Provide the full name, postal and e-mail addresses, and the telephone and facsimile numbers of the Challenger and of any representative authorized to act for the Challenger in the administrative proceeding;
 - iii) Specify a preferred method for electronic communications directed to the Challenger in the administrative proceeding (including person to be contacted);
 - iv) Specify the KIDS.US domain name that is the subject of the Challenge;
 - v) Describe, in accordance with the Policy, why the Registry's removal decision should be reversed and the Challenge sustained;
 - vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the KIDS.US domain name that is the subject of the Challenge;
 - vii) Conclude with the following statement followed by the electronic signature of the Challenger or its authorized representative:

“Challenger waives all claims and remedies against (a) the dispute-

resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the Registry, (d) any content manager(s) approved by the Registry and (e) the Department of Commerce, as well as their directors, officers, employees, and agents.”

“Challenger certifies that the information contained in this Challenge is to the best of Challenger’s knowledge complete and accurate, that this Challenge is not being presented for any improper purpose, such as to harass, and that the assertions in this Challenge are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument”; and

- viii) Annex any documentary or other evidence together with a schedule indexing such evidence.
- e) A Challenge may relate to only one KIDS.US domain name, provided that the domain name has been removed or issued a Removal Notice within the requisite time period.

4) Notification of Challenge

- a) The Provider shall review the Challenge for formal compliance with the Policy and the Rules. If the Challenge is found to be in compliance, the Provider shall forward the Challenge to the Registry.
- b) If the Provider finds the Challenge to be formally deficient, or if the Challenger has not included its Fees with the Challenge, the Provider shall promptly notify the Challenger of the nature of the deficiencies identified. The Challenger shall have five (5) calendar days within which to correct any such deficiencies or the administrative proceeding will be dismissed.
- c) The date of commencement of the administrative proceeding shall be the date on which the Provider forwards the Challenge to the Registry.
- d) The Provider shall notify the Parties of the date of commencement of the administrative proceeding.

5) Registry Response

- a) Within twenty (20) calendar days of the date of commencement of the administrative proceeding the Registry shall submit a Response to the Provider using the Provider’s online challenge communication procedures. The Response shall:

- i) Detail the rationale for removing or sending a Removal Notice to the Registrant of the KIDS.US domain name that is subject of this proceeding;
 - ii) Describe how the KIDS.US domain name itself or the content contained on the Registrant's associated KIDS.US website violates the Content Policy;
 - iii) Although the Registry is not required to communicate with the Registrant prior to issuing a Removal Notice or removing the domain name from the zone file, to the extent there have been communications, it should detail such relevant communication;
 - iv) Although the Registry is not required to respond to the specific statements contained in the Challenge, it may do so at its discretion;
 - v) 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 Challenge;
 - vi) Conclude with the following statement followed by the electronic signature of the Registry's authorized representative:

"Registry certifies that the information contained in this Response is to the best of this representative's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument." and
 - vii) Annex any documentary or other evidence upon which the Registry relies, together with a schedule indexing such documents.
- 6) **Appointment of the Panelist.** The Provider shall appoint a single Panelist within five (5) calendar days following Provider's receipt of the Registry's Response.
- 7) **Impartiality and Independence.** An appointed Panelist shall be impartial and shall disclose 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, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

8) **Communication Between Parties and the Panelist.** No Party or anyone acting on its behalf may have any unilateral communication with the Panelist.

9) **General Powers of the Panelist**

a) The Panelist shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

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

c) The Panelist 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 these Rules or by the Panelist.

d) The Panelist shall determine the admissibility, relevance, materiality and weight of the evidence.

10) **Further Statements.** In addition to the Challenge and the Response, the Panelist may request, in its sole discretion, further statements or documents from either of the Parties.

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

12) **Default**

a) In the event that either Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panelist, the Panel shall proceed to a decision on the Challenge.

b) If either party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panelist, the Panelist shall draw such inferences therefrom as it considers appropriate. Such Panelist may not draw any inferences against the Registry for failure to comply with any provision of,

or requirement under, these Rules or any request from the Panelist.

- c) Notwithstanding Section (b) above, and pursuant to Section 5(a)(4), a Panelist may draw no adverse inferences against the Registry for not responding to the specific statements contained within the Challenge. Nor shall the absence of the Registry's response to the specific statements contained within the Challenge be deemed a default, or be construed as a waiver of any claims or defenses against the Registrant.

13) **Grounds for Termination.** If, before the Panelist's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panelist shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panelist.

14) **Effect of Court Proceedings**

- a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a KIDS.US domain name that is the subject of a Challenge, the Panelist shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.
- b) A Party shall promptly notify the Provider In the event that it initiates any legal proceedings concerning a KIDS.US domain name while an administrative proceeding is pending. The Provider will communicate this information to the Panelist.

15) **Panelist Decisions**

- a) The Panelist shall decide a Challenge on the basis of the materials submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.
- b) In the absence of exceptional circumstances, the Panelist shall forward its decision on the Challenge to the Provider electronically within fourteen (14) calendar days of its appointment pursuant to Paragraph 6.
- c) If the Panelist determines that the Registry submitted sufficient evidence to demonstrate that the removal or Removal Notice was justified due to violations of the KIDS.US Content Policy and Requirements, the Panelist shall issue its finding upholding the Registry's action utilizing the Provider's online challenge communication procedures.

- d) If the Panelist determines that the evidence submitted fails to demonstrate that the Registrant violated the Content Policy or, alternatively, that the Registrant has satisfactorily cured any possible violation, the Panelist shall issue its finding utilizing the Provider's online challenge communication procedures with an order that Registrant's KIDS.US domain name be restored and the Registry's actions be reversed.
- e) The Provider shall electronically communicate the content of the Panelist decision to each Party.
- f) The Registry shall have seven (7) calendar days to implement any reinstatement or removal ordered by the Panelist.

16) **Fees**

- a) The Challenger shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.
- b) The Provider shall not take any action on a Challenge until it has received from Challenger the initial fee.

17) **Exclusion of Liability**—Except in the case of deliberate wrongdoing, neither the Registry, the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the Rules.

18) **Amendments.** The version of these Rules in effect at the time of the submission of the Challenge to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the approval of DOC.