

Supplemental ADR Rules of the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic

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A GENERAL

1 Scope

- (a) **Relationship to ADR Rules and EU legislation.** These *Supplemental ADR Rules* are to be read and used in connection with the .eu Dispute Resolution Rules, adopted by the Registry (the "*ADR Rules*") and with the Regulations (EC) No 733/2002 and No 874/2004 and with any other applicable EU legislation. These supplemental rules may not derogate from either the *ADR Rules* or the *European Union Regulations*.
- (b) **Version of Supplemental Rules.** The version of these *Supplemental ADR Rules* in effect on the date of the submission of the *Complaint* shall apply to the administrative proceeding commenced thereby.

2 Definitions

Provider means the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic.

Any other term defined in the *ADR Rules* shall have the same meaning when used in these *Supplemental ADR Rules*.

3 Fees and Payment Instructions

The fees applicable for administrative procedures and obligatory payment instructions are specified in Annex A hereto and posted on the Provider's website. The Provider may grant discounts on the applicable fees in justified cases. The conditions for obtaining discounts shall be published on the Provider's website."

4 Communication Instructions

The *Parties* shall be required to adhere to communication instructions contained in Annex C hereto.

5 ~~Electronic Signatures~~

~~When a Party is obligated to submit a hardcopy to the Provider, this obligation can also be satisfied when the Party uses advanced electronic signatures[†] based on a qualified certificate[†] for the purposes of signing and filing the respective documents via the on-line platform of the Provider. The Provider may include additional conditions for the use of electronic signatures during ADR Proceedings in Annex C of the ADR Supplemental Rules (Communication Instructions)."~~

6 Time Periods

The expiration of any given time period occurs at midnight (24.00) of the final day of that respective time period. When the last day of a deadline prescribed by the ADR Rules and/or ADR Supplemental Rules is not

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a Working Day, the time period shall be extended automatically to include the next Working Day following the last day of the deadline.”

B CONDUCT OF THE PROCEEDINGS

1 Submission of Complaint

- (a) The *Complaint* must include all elements listed in Paragraph B1(b) of the *ADR Rules*.
- (b) **Complaint Form.** In accordance with Paragraph B1(b)(17) of the *ADR Rules*, the *Complainant* shall be required to prepare its *Complaint* using the *Complaint Form* included in the list of Forms contained in Annex B hereto and posted on the *Provider's* web site.
- (c) **Number of Copies.** When a hard-copy submission is to be made to the *Provider* by a *Party*, it shall be submitted in three (3) copies together with one (1) original of such submission.
- ~~(d) **Language of the ADR Proceeding.** In accordance with Paragraph A3 (c) of the *ADR Rules*, all relevant components of documentation submitted as part of a *Complaint* (including all annexes and schedules) must either be in the language of the *ADR Proceeding* or accompanied by a translation in the language of the *ADR Proceeding*.~~

2 Appointment of Case Administrator

- (a) **Notification.** The *Provider* 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 *ADR Panel*.
- (b) **Responsibilities.** The *Case Administrator* may provide administrative assistance to the *Panel* or *Panelist(s)*, but shall have no authority to decide matters of a substantive nature concerning the dispute.

3 Submission of Response

- (a) The *Response* must include all elements listed in Paragraph B3(b) of the *ADR Rules*.
- (b) **Response Form.** In accordance with Paragraph B3(b)(9) of the *ADR Rules*, the *Respondent* shall be required to prepare its *Response* using the *Response Form* included in the list of Forms contained in Annex B hereto and posted on the *Provider's* web site.

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4 Panelist Appointment Procedures

- (a) **Party Candidates.** Where a *Party* is required to submit the names of three (3) candidates for consideration for appointment by the *Provider* as a *Panelist* (i.e., in accordance with paragraphs B1(b)(4), B3(b)(4) and B4(c) of the *ADR Rules*), that *Party* shall provide the names and contact details of its three candidates in the order of its preference. In appointing a *Panelist*, the *Provider* shall, subject to availability, respect the order of preference indicated by a *Party*.
- (b) **Presiding Panelist.** The *Panelist* appointed in accordance with Paragraph B4(d) of the *ADR Rules* from the *Provider's* list of Panelists shall be the *Presiding Panelist*, coordinating the *Panel*.
- (c) **Respondent Default.** Where the *Respondent* does not submit a *Response* or does not submit the payment provided for in Paragraph B3(c) of the *ADR Rules* by the deadline specified by the *Provider*, the *Provider* shall proceed to appoint the *Panel*.

5 Declaration

In accordance with Paragraph B5 of the *ADR Rules*, prior to appointment as a *Panelist*, a candidate shall be required to submit to the *Provider* a *Declaration of Independence and Impartiality* using the form included in the list of Forms contained in [Annex B](#) hereto and posted on the *Provider's* web site.

6 Forms

In addition to the Form Complaint in relation to the Complaint (Section B1(b) above) and Form *Response* in relation to the *Response* (Section B3(b) above) the *Parties* shall be required to use for their other communication during the *ADR Proceeding* form documents set out in [Annex B](#) hereto and posted on the *Provider's* web site.

7 In-Person Hearings

In case the *Panel* determines, in its sole discretion, that an in-person hearing is necessary, the hearing will be carried out by teleconference, videoconference, or web conference at the CHAT address of the *Provider* if both *Parties* agree with the use of such technology; otherwise, the hearing will be carried out in-person at the location specified by the *Panel*. The *Panel* will give the *Parties* seven (7) *days* notice that the aforementioned hearing will be held, including the date, time and electronic place or physical location where it will take place.

8 Panel Decision

The *Panel* decision will meet the requirements set forth in Article B13 of the *ADR Rules* and will comply with all formal requirements contained in these *Supplemental ADR Rules*, with the exception of the limit of number of pages pursuant to Paragraph 11 below where the *Panel* will exercise its discretion. A model decision is included in the list of Forms contained in [Annex B](#) hereto and posted in the *Provider's* website.

9 Correction of Clerical Mistakes

Within seven (7) days of receiving the decision, a *Party* may, by written notice to the *Panel* and the other *Party*, request 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.

The *Panel* may correct any errors on its own initiative of the type referred to in the preceding Paragraph within seven (7) days of the date of the decision being rendered.

10 Publication of the Decision

The Provider shall inform the Parties, the Registry and the concerned Registrar(s) of the Panel's decision. The concerned Registrar(s) shall be informed of the Panel's decision through its publication. The Provider shall publish the full decision on his website, listing at least the following:

- (a) The Domain Name which is in dispute and is the subject of a Complaint;
- (b) The case number;
- (c) The Complainant and the Respondent.

The decision shall be published in the language of the ADR Proceeding. With respect to ADR Proceedings which are not conducted in English, the Provider shall also publish accompanying unofficial English translations of selected ADR decisions.

11 Word Limits

Panelists shall exercise reasonable efforts to adhere the following guidelines as to length of the decisions:

- (a) The word limit under Paragraph B1(b)(10) of the *ADR Rules* shall be 5,000 words.
- (b) The word limit under Paragraph B3(b)(6) of the *ADR Rules* shall be 5,000 words.
- (c) The word limit under Paragraph B12(e) of the *ADR Rules* shall be 5,000 words.

C CONCLUDING PROVISIONS

1 Amendments

Subject to the *ADR Rules*, the *Provider* may amend these *Supplemental ADR Rules* in its sole discretion.

2 Effective date

These *Supplemental ADR Rules* apply to all cases filed on or after 1 January 2007.

3 List of Annexes

- Annex A: Fee Schedule;
- Annex B: List of Forms;
- Annex C: Communication Instructions

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ANNEX A: FEE SCHEDULE

Fees of the Czech Arbitration Court (CAC) for .eu related disputes

Number of Domain Names involved in the Complaint	Fee for Panelists		CAC's Administrative Fee	Total Fees	
	Single Panelist	Three Panelists		Single Panelist	Three Panelists
1 to 5 domain names	900	Presiding Panelist: 1200 Each Co-Panelist: 600	400 / 700	1300	3100
6 to 10 domain names	1100	Presiding Panelist: 1500 Each Co-Panelist: 800	500 / 900	1600	4000
11 to 20 domain names	1300	Presiding Panelist: 1800 Each Co-Panelist: 900	600 / 1100	1900	4700
21 to 30 domain names	1500	Presiding Panelist: 2100 Each Co-Panelist: 1050	700 / 1300	2200	5500
31 to 40 domain names	1700	Presiding Panelist: 2400 Each Co-Panelist: 1200	800 / 1500	2500	6300
41 to 50 domain names	1900	Presiding Panelist: 2700 Each Co-Panelist: 1350	900 / 1700	2800	7100
51 domains or more			To be decided in consultation with the CAC		
(e) Request to change language	250		250	500	
(f) Challenge of withdrawal of Complaint due to administrative deficiency	250		250	500	

~~The Czech Arbitration Court will grant a **10%** discount on the ADR Fees applicable to the Parties who use **advanced electronic signatures** to sign and file their respective procedural documents during ADR Proceedings.~~

The Czech Arbitration Court will grant a substantial discount on ADR Fees for ADR Proceedings which have been terminated early. Specifically, when a Complaint is withdrawn in accordance with Paragraph B2 (b) of the ADR Rules or an ADR Proceeding is terminated before the Panel has been appointed, the CAC will withhold a processing fee equal to the **CAC's share of the total ADR Fees** and return the remainder of the ADR Fees to the respective Parties.

The Czech Arbitration Court will **return the ADR Fees** applicable for filing a challenge to the CAC's decision to terminate an ADR Proceeding due to administrative deficiencies, if the Panel decides in favor of the Complainant.

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Explanatory Notes:

- (a) All the fees mentioned above are in EUR including VAT on Panelist's fees. The Czech Arbitration Court is not VAT registered.
- (b) Fees for multiple domain names are applicable only for ADR Proceedings in which the same Complainant and the same Respondent are involved as the Parties and if the same language of ADR Proceeding is applicable for all the disputed domain names.
- (c) CAC's Administrative Fee for disputes (a) – (f) above is comprised of (i) a fee to cover administrative costs of the ADR Center; and (ii) a fee to cover additional costs related to the obligation to administer ADR Proceedings in all the official languages of the EU.
- (d) All the fees are payable before respective filings by bank transfer to the following account of the Czech Arbitration Court: IBAN CZ11 2700 0000 0035 9413 0024; S.W.I.F.T. code: BACX CZ PP, variant symbol: [Case Number]

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ANNEX B: LIST OF FORMS

No	Form	note
A		
A1	Complaint	
A2	Notification of Fees unpaid	
A3	Termination due to Fees unpaid	
A3_1	Request for EURid Verification	
A3_2	Administrative Compliance Checklist - Complaint	
A4	Acknowledgement of Receipt of Complaint	
A5	Complaint suspension-termination	
A6	Notification of Deficiencies in Complaint	
A7	Amended Complaint	Same as A1
A8	Termination due to defective Complaint	
A9	Notification of Complaint and Commencement of ADR Proceeding	
A9_a	Notification of Complaint and Commencement of ADR Proceeding	
A10	Response	
A11	Acknowledgement of Receipt of Response	
A11_1	Administrative Compliance Checklist - Response	
A12	Notification of Deficiencies in Response	
A13	Amended Response - refer to A10	
A14	Notification of Respondent's Default	
A15	Challenge of a Notification of Respondent's Default	
A16	Acknowledgement of Receipt of the Challenge of Notification of Respondent's default	
A17	Notification of Complainant to choose Candidates for Panelists	
A18	Selection of Panel Candidates by Complainant	
A19	Selection of Panelist + Statement of Acceptance and Declaration of Impartiality and Independence	
A20	Notification of Appointment of Panel and Projected Decision Date	
A21	Challenge of a Panelist	
A21_1	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	
A22	Response to Challenge of a Panelist	
A23	Decision regarding Challenge of a Panelist	

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A24	Transmittal of Case File to ADR Panel	
A25	Interim Decision	
A26	Respondent's additional evidence	
A26_1	Acknowledgement of Receipt of Additional Evidence	
A27	Response of Complainant to Additional evidence	
A28	Decision	same as A25
A29	Announcement of Activation of Suspended Complaints	
A30	Notification of Continued suspension	
A31	Notification of Termination of suspended Complaint	
A32	Account Information	
A33	Request to extend Periods of Time	
A34	Notification about Request to extend Periods of Time to the other Party	
A35	Decision on Request to extend Periods of Time	
A36	Request to negotiate a Settlement	
A37	Decision on Suspension due to Settlement negotiations	
A38	Request to activate ADR Proceeding	
A39	Announcement of Activation of ADR Proceedings	
A40	Non standard communication	

No	Form	note
B		
B1	Request to Change the Language of ADR	
B2	Notification of Fees Unpaid.doc	
B3	Notification of Termination due to Non-payment	
B4	Acknowledgement of Receipt of Request	
B4_1	Request for EURid verification	
B5	Notification of Request and Commencement of Language trial	
B6	Response to Request	
B7	Acknowledgement of Receipt of the Response	
B8	Selection of Panelist + Statement of Acceptance and Declaration of Impartiality and Independence	Same as A19
B9	Notification of Appointment Panel and Projected Decision Date	Same as A20
B10	Challenge of a Panelist	Same as A21

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B10_1	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	Same as A21_1
B11	Response to Challenge of a Panelist	Same as A22
B12	Decision regarding Challenge of a Panelist	Same as A23
B13	Transmittal of Case File to ADR Panel	Same as A24
B14	Decision related to the requested language trial	

No	Form	note
C		
C1	Challenge of Complaint Termination due to admin. defic.doc	
C2	Notification of Fees Unpaid.doc	
C3	Notification of termination due to Non-payment	
C4	Acknowledgement of Receipt of Challenge of withdrawal	
C4_1	Request for EURid verification	Same as A3_1
C5	Statement of Acceptance and Declaration of Impartiality and Independence+ Selection of Panelist	Same as A19
C6	Notification of Appointment Panel and Projected Decision Date	Same as A20
C7	Challenge of a Panel	Same as A21
C7_1	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	Same as A21_1
C8	Response to Challenge of a Panelist	Same as A22
C9	Transmittal of Case File to the Panel	Same as A24
C10	Decision regarding Challenge of a Panelist	Same as A23
C11	Decision on administrative withdrawal	

ANNEX C: COMMUNICATION INSTRUCTIONS

Unless specified otherwise in the ADR Rules and/or the Supplemental Rules, any written communication within the ADR Proceedings shall be made by the preferred means stated by the Complainant or Respondent, respectively. If such preferred or prescribed form of communication is electronic form, or in the absence of such specification, any written communication must be realized via our secured on-line platform accessible on *the Provider's* website. Should the preferred or prescribed form of communication be through registered mail or courier service (or telecopy or fax), all written communication must be in duplicate with one copy sent via the on-line platform. In this case, the electronic communication must also be printed and mailed or faxed to the address of the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic.

In order to communicate via our on-line platform, you need to open and/or obtain your user account and receive a unique login. For these purposes, please see our Overview/Help information.