

IRESOLVE'S SUPPLEMENTAL RULES TO THE ELECTRONIC AND POSTAL COMMUNICATIONS (DOMAIN NAMES MANAGEMENT) REGULATIONS, 2020 GN. 940 OF 2020 AND GUIDELINES (2022)

1. Scope

- a. Relationship to the Regulations and the Guidelines.** These Supplemental Rules are to be read and used in connection with the Electronic and Postal Communications (Domain Names Management) Regulations, 2020 GN. 940 Of 2020 and the Domain Names Dispute Resolution Guidelines 2021
- 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.** "*iResolve*" means iResolve Ltd
- b.** "*Regulations*" means the Electronic and Postal Communications (Domain Names Management) Regulations, 2020 GN. 940 Of 2020.
- c.** "*Guidelines*" means the Domain Names Dispute Resolution Guidelines, 2021.
- d.** "*Supplemental Rules*" mean these Rules which are Supplemental to the Regulations and the Guidelines and are adopted by iResolve to assess Complaints regarding Domain Name Dispute and administer proceedings in conformity with "the Regulations" and the Guidelines and where required supplement them.
- e.** Any terms defined in the Regulations and Guidelines shall have the same meaning in these Supplemental Rules.

3. Communications

- a. Modalities.** Any submission that may or is required to be made to iResolve 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 info@iresolve.co.tz
 - iii. by post to *iResolve Annex, Plot No. 26, Block 36, Pazi Street, Kinondoni, Dar es Salaam, Tanzania*

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- b. Limitation of time.** Submit the whole response electronically (including annexes) no later than 20 calendar days after the date of commencement.
- c. Extension of time to file response.** In accordance to Guideline 9(3)(I) of the Guidelines, iResolve may in exceptional cases, upon application by the respondent, extend the period time for filing of the response. The period may also be extended by written stipulation between parties, provided the stipulation is approved by iResolve.
- d.** The Response must include all elements listed in Guideline 9(3)(g) of the Guidelines and set out in the Response Submission Form No. 2 and may not exceed 20 pages or 5000 word limit which ever less.

4. Panelist Appointment Procedures

- a. Panel of Neutrals.** iResolve maintains and publishes a publicly available list of panelists and their qualifications on the website: www.iresolve.co.tz
- b. Party Candidates.** Where a Party is required to submit the names of three (3) candidates for consideration for appointment by iResolve 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, iResolve shall, subject to availability, respect the order of preference indicated by a Party.
- c. Presiding Panelist**
 - i. The third Panelist appointed in accordance with Guideline 9(4)(a)(vii) of the Guidelines shall be the Presiding Panelist.
 - ii. Where, under Guideline 9(4)(a), a Party fails to indicate its order of preference for the Presiding Panelist to iResolve, iResolve shall nevertheless proceed to appoint the Presiding Panelist.
 - iii. Notwithstanding the procedure provided for in Guideline 9(4)(a), the Parties may jointly agree on the identity of the Presiding Panelist, in which case they shall notify iResolve in writing of such agreement no later than five (5) calendar days after receiving the list of candidates provided for in Guideline 9(4)(a).
- d. Respondent Default.** Where the Respondent does not submit a response within the required timeframe or does not submit the payment provided for in Guideline

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9(18)(b) of the Guidelines by the deadline specified by iResolve, iResolve shall proceed to appoint the Administrative Panel, as follows:

- i. If the Complainant has designated a single member Administrative Panel, iResolve shall appoint the Panelist from its published list;
- ii. If the Complainant has designated a three member Administrative Panel, iResolve 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.

Where as after such appointment, the panel shall decide the dispute basing on the complaint as provided by Guideline 9(3)(j) of the Guidelines.

5. Submission of other/additional Written Statements [No amendments of Complaint]

- a.** A party may Submit additional written statements and documents to iResolve and the opposing party(s) within five (5) Calendar Days after the date the Response was received by iResolve, or, if no Response has been filed, the last date the Response was due to be received by iResolve.
- b.** Each additional submission pursuant to Supplemental Rule 10(a) must:
 - i. be timely received by iResolve;
 - ii. be accompanied by an additional submission fee of TZS 150,000/-;
 - iii. include proof of service of these submissions upon the opposing party(s); and
 - iv. be Submitted electronically via email to the case coordinator and/or to info@iresolve.co.tz
 - v. via the iResolve portal - <https://iresolve.co.tz/resolution/login.php>
- c.** The party(s) not filing the original additional submission under 10(a) may file additional written statements and documents to iResolve within five (5) Calendar Days after the date the original additional submission was received by the Forum.
- d.** Each additional submission pursuant to Supplemental Rule 10(c) must:
 - i. be timely received by iResolve;
 - ii. be Submitted electronically via email to the case coordinator and/or to info@iresolve.co.tz .
 - iii. Via the iResolve portal
- e.** Each party is limited to one additional submission under either 10(a) or 10(c), but

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not both.

- f. Additional submissions must not amend the Complaint or Response.

6. Fees

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

7. Impartiality and Independence

- a. **Panelist Declaration.** In accordance with Guideline 9(5) of the Guidelines, prior to appointment as a Panelist, a candidate shall be required to submit to iResolve 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 iResolve 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

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published by the selected Panelist, iResolve will promptly review the challenge and determine whether circumstances exist requiring Panelist disqualification in accord with this rule.

8. Notification of Panelist/s Decision & Publication

- (a) iResolve will submit the decision to the parties, registrar and TCRA as per Guideline 5(9)(a) of the Guidelines, within three (3) calendar days of receipt of the decision.
- (b) The decision in full will be published onto iResolve's website as per Guideline 5(9)(b) of the Guidelines.
- (c) Once the Panel's decision is issued, the case is closed with the iResolve. No further submissions or requests will be considered.

9. Powers of the Panel

The Panel shall have the authority to determine challenges to its jurisdiction and procedural challenges arising from the Guidelines or these Supplemental Rules. Challenges to the impartiality, integrity or independence of a Panelist shall be determined by iResolve.

10. Correction of Panel Decisions

- a.** Within three (3) days of receiving the decision, a Party may by written notice to iResolve 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.

11. Amendments

Subject to the Regulations and Guidelines, iResolve may amend these Supplemental Rules in its sole discretion. 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

12. Exclusion of Liability

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- a.** Except in respect of deliberate wrongdoing, neither any member of the Panel nor iResolve shall be liable to a Party, a Registrar or TCRA 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, iResolve will provide images of documents to the Panelist or Panel appointed and iResolve 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

DOMAIN NAME DISPUTE RESOLUTION SERVICES

Madeline Kimei
Principal Director & Founder,
iResolve Limited
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