

Request for Enforcement

By submitting this Request for Enforcement (also herein referred as "Form"), the Filing Registrar is requesting a decision in accordance with the Transfer Dispute Resolution Policy ("TDRP") and the Supplemental Rules attached hereto and incorporated herein.

Please read this Form and the TDRP carefully. RegistryPro reserves the right to refuse processing any and all Forms that are incomplete, inaccurate, or that otherwise do not comply with the TDRP. Any and all undefined terms in this Form will take on the same meaning as in the TDRP and the Registry-Registrar Agreement ("RRA") between RegistryPro and the Registrars.

This Form must be submitted to RegistryPro and to the non-filing registrar ("Respondent") via e-mail and must include all of the following information:

Filing Registrar

Respondent

Name: _____

Name: _____

Street Address: _____

Street Address: _____

City: _____

City: _____

State/Province: _____

State/Province: _____

Country: _____

Country: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

** Please also provide the contact information for any and all representatives authorized by Filing Registrar to act on its behalf in this proceeding.*

Domain Name(s) that is/are the subject of the Request for Enforcement (*if more space is required, submit attachment with list of domain names*):

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

** The Request for Enforcement may relate to more than one domain name, provided that the domain names involve the same Filing Registrar and Respondent and that the claims arise out of the same or similar factual circumstances.*

Provide the following information in a written statement attached to this Form (*no more than 10 pages double-spaced typed in 12pt. font will be accepted*):

- (i) Specify the incident(s) that gave rise to the dispute;
- (ii) Describe, in accordance with the TDRP, the grounds on which the Request for Enforcement is based;
- (iii) State the specific remedy being sought (either approval or denial of the transfer); and
- (iv) 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.

Annex the following documentary evidence (as applicable and available) in electronic form, if possible, together with a schedule indexing such evidence:

- (i) For the Gaining Registrar:
 - a. Completed Form of Authorization ("FOA");
 - b. Copy of the Whois output for the date transfer was initiated, which was used to identify the authorized Transfer Contacts;
 - c. Copy of evidence of identity used;
 - d. Copy of a bilateral agreement, final determination of a dispute resolution body or court order in cases when the Registrant of Record is being changed simultaneously with a Registrar Transfer;
 - e. Copies of all communications made to the Registrar of Record with regard to the applicable transfer request along with any responses from the Registrar of Record;

- (ii) For the Registrar of Record:
 - a. Completed FOA from Registrar of Record if applicable;
 - b. Copy of the Whois output for the date the transfer was initiated;
 - c. Relevant history of Whois modifications made to the applicable registration;
 - d. Evidence of one of the following if a transfer was denied:
 - fraud;
 - UDRP action;
 - court order;
 - Registrant or administrative contact identity dispute (Registrar of Record Requirements);
 - applicable payment dispute along with evidence that the registration was put on HOLD status;
 - express written objection from the Registered Name Holder or Administrative Contact;
 - LOCK status along with proof of a reasonable means for the registrant to remove LOCK status;
 - domain name within 60 days of initial registration; or
 - domain name within 60 days of a prior transfer.

- e. Copies of all communications made to the Gaining Registrar with regard to the applicable transfer request along with any responses from the Gaining Registrar.

** By submitting this Form to RegistryPro, the Filing Registrar is certifying that:*

- i. A copy of the Request for Enforcement has been sent or transmitted to the Respondent; and*
- ii. The Filing Registrar agrees that the claims and remedies concerning the registration of the domain name(s), the dispute, or the dispute's resolution shall be solely against the Respondent and that Filing Registrar waives all such claims and remedies against RegistryPro, as the Registry Operator, as well as its directors, officers, employees, and agents, except in the case of deliberate wrongdoing or gross negligence;*
- iii. The information contained in this Request for Enforcement is to the best of Filing Registrar's knowledge complete and accurate, that this Request for Enforcement is not being presented for any improper purpose, such as to harass, and that the assertions in this Request for Enforcement are warranted under the TDRP and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument;*
- iv. The Filing Registrar has fully and carefully read the terms contained in the Form and the Supplemental Rules and understands, acknowledges, and agrees to all the provisions thereto.*

Supplemental Rules

The Supplement Rules that follow supplement the TDRP implemented by the Internet Corporation for Assigned Names and Numbers ("ICANN") and apply only to disputes governed by the TDRP that concern registrations of .pro domain names or other domain names for which RegistryPro is the Registry Operator.

1. *Efforts to Resolve.* Before submitting a Request for Enforcement to RegistryPro, the Filing Registrar must use commercially reasonable efforts to resolve the dispute among the Registrars involved. RegistryPro reserves the right to request that the Filing Registrar provide evidence that it has made such attempts to contact the Respondent to resolve the dispute prior to filing the Request for Enforcement.
2. *Cessation as Registry Operator.* If during the pendency of an applicable dispute under the TDRP RegistryPro ceases to be the Registry Operator for the subject domain name(s), then the dispute will automatically terminate without notice upon the occurrence of such event.
3. *Filing Fee.* Although there is no filing fee assessed to the Filing Registrar at the time the Request for Enforcement is submitted to RegistryPro, the registrar that does not prevail will be assessed a fee of **US\$45** (the "Fee") after a final decision is rendered by RegistryPro payable within fourteen (14) days upon the rendering of the final decision. If RegistryPro issues a finding of "no decision," then the Filing Registrar will be assessed, and will pay to RegistryPro, the Fee. The Registrar that is assessed the Fee is prohibited from passing the Fee onto the Registrant.
4. *Pendency of Proceeding.* Except as expressly stated herein, the pendency of an applicable proceeding under the TDRP hereunder will not have any effect on the normal operations of RegistryPro, and nothing herein will be construed to modify, amend, waive, or conflict with any provision of the RRA between RegistryPro and either Registrar.
5. *Other Legal Proceeding.* In the event that a Registrar submits any legal proceeding or Second-Level administrative proceeding under the TDRP before or during the pendency of a First-Level administrative proceeding under the TDRP, then such Registrar must notify RegistryPro immediately in writing, and RegistryPro will have the sole discretion to suspend or terminate whichever administrative proceeding that RegistryPro sees fit. The applicable Registrar will nevertheless be assessed the Fee despite having its administrative proceeding terminated or suspended.
6. *Language.* The administrative proceeding and all documentations, correspondence, and communications submitted hereunder will be in the English language. Any and all translations are the sole responsibility of the applicable Registrar (including, but not limited to, all expenses associated therewith). Any documentation, correspondence, or communications not submitted in the English language will not be taken into consideration in rendering a decision under the TDRP.

7. *Withdrawal.* The Filing Registrar may withdraw its Request for Enforcement at any time before RegistryPro issues a finding or no decision by providing RegistryPro with a written statement via e-mail that the Filing Registrar wishes to withdraw the Request for Enforcement. In such event, the Filing Registrar will be assessed the Fee, payable within fourteen (14) days of RegistryPro accepting the statement of withdrawal. A statement of withdrawal will be effective only upon RegistryPro written acceptance thereto. Any Request for Enforcement submitted after termination of an administrative proceeding will be deemed a new Request for Enforcement and a separate Fee will apply thereto.
8. *Number of Requests.* The maximum number of Requests for Enforcement that a Registrar may file per month is ten (10) and the maximum number of domain name registrations for each Request for Enforcement is fifty (50), except under exceptional circumstances and with RegistryPro's prior written consent.
9. *Delete Pending.* No Request for Enforcement may include any transfers of sponsorship of domain name registrations for which there is a delete pending status as of the date that the Request for Enforcement is submitted to RegistryPro.
10. *Registry Lock.* Once RegistryPro receives a Request for Enforcement, RegistryPro may place all the domain names listed on the Form in Registry lock status, and/or take any other action regarding such domain names as RegistryPro deems reasonably necessary, until RegistryPro renders a decision pursuant to the TDRP.
11. *Amendment.* RegistryPro reserves the right to amend the Supplemental Rules from time to time at its sole determination, subject only to the TDRP.