

# Minds + Machines Auction Dispute Resolution Policy

## 1. Purpose

Minds + Machines has co-ordinated with Pool.com to provide a Pool Auction Platform to registries (“TLD”) to provide a mechanism through which competing applications for a second level domain in their new gTLD may be resolved. This Auction Dispute Resolution Policy provides the mechanism by which the results of an auction conducted by Pool.com for domain names in the TLD may be challenged on the basis of the published Auction Rules or in the event of an alleged technical failure of the Pool Auction Platform. This Policy is incorporated by reference into the Registration Agreement and is effective upon the end of the TLD Sunrise Period (or TLD Landrush Period as applicable).

In accordance with section 13 of the Pool.com General Terms and Conditions which can be found at the following link <http://pool.com/terms.aspx>, Pool.com will not participate in any way in any dispute between its customers or users and any party other than Pool.com regarding the use of the Pool Auction Platform. Customers or users will not name Pool.com as a party or otherwise include Pool.com in any such proceeding. In the event that Pool.com is named as a party in a proceeding, Pool.com reserves the right to utilize any and all defenses available to it and to take any further action that is deemed necessary to defend itself.

## 2. Standing

A challenge to the results of an auction in the TLD conducted by Pool.com in accordance with this Policy (“a Challenge”) will only be accepted from an auction participant. To initiate a Challenge, an auction participant must submit its request by email to [legal@pool.com](mailto:legal@pool.com). Such request must originate from the email address associated with the auction participant’s auction account and must be submitted for consideration no later than 1 business day (based in Ottawa, Ontario, Canada) after the closing of the auction in question.

## 3. Information to be provided

If an auction participant believes that an auction has not been executed in accordance with the published Auction Rules, it needs to provide the following information:

- i. the domain name subject of the auction to which the request relates;
- ii. their specific bidderID used in the auction;
- iii. the specific provision in the Auction Rules alleged to have been violated and evidence supporting that assertion;
- iv. to what extent the Complainant believes the alleged violation was material to the auction results; and
- v. in the event that the alleged complaint relates to a technical failure of the Pool Auction Platform, the specific times where access was denied and any evidence that can support that assertion.

Potential complainants are encouraged to review the Auction Rules in detail prior to submitting a complaint.

## 4. Review

On receipt of the Challenge, Pool.com will conduct an administrative review to ascertain whether the Challenge contains the necessary and sufficient data required to issue a

determination and is otherwise in compliance with the requirements of this Policy. Pool.com will acknowledge receipt of the Challenge within 1 business day (based in Ottawa, Ontario Canada). If the challenge is deemed to be administratively incomplete, such acknowledgement will include an explanation for same and the Complainant is entitled to correct any errors and/or omissions and resubmit the Challenge. If (once) the Challenge is administratively complete, the Complainant will be charged the fee (see below) on the credit card associated with the Complainants auction account. The Challenge will then be subject to a substantive review. The substantive review will examine all aspects of the Challenge and will provide the complainant with a written determination within 5 business days (based in Ottawa, Ontario Canada) following completion of the administrative review.

## 5. Determinations and Remedies

In all cases, the only determinations and subsequent remedies available under this Policy are:

- i. the auction results are confirmed as correct and stand; or
- ii. the auction results are confirmed as incorrect in which case the auction will be re-scheduled.

The written determinations provided to the complainant will include the Auction History (as provided to all auction participants through the Pool Auction Platform) along with a commentary by the reviewer of each step. Included with the commentary will be a declaration of how that specific bid activity is/is not consistent with the Auction Rules

## 6. Inapplicable Disputes

This Policy is not intended to resolve any issue outside of the scope of the published Auction Rules. These could include but are not limited to:

- i. A process to dispute domain registration eligibility. If you believe a winning bidder is not eligible to register the domain name in question then you should refer to the Registry's website for information on what, if any, dispute resolution processes are available to you.
- ii. Missed opportunity to bid. Auction participants are provided ample notification of auction scheduling and through the proxy bidding capability of the auction platform can easily submit their max bid which the system will manage accordingly. In the event a participant's max bid is outbid, the losing participant will be notified by email and will have at least 24 hours in which to place a new maximum bid.
- iii. No access to bidding platform. It is the auction participant's responsibility to make sure that throughout the auction they have access to an internet workstation with sufficient capacity and connectivity to access the Pool Auction Platform for the TLD. As stated previously, a participant need only access the Pool Auction Platform once to place their max bid which will be treated as a proxy bid by the system.
- iv. Misunderstanding of how the proxy bidding system and auction extensions work. Auction participants are encouraged to review the FAQs as related to proxy bidding and auction extensions. The most important point to remember is that an auction extension will only occur if the auction maximum bid is exceeded by a new maximum bid. It should be clear to participants that an increasing auction value based on a previously submitted maximum bid that is treated by the system as a proxy bid does not reflect a change in the maximum "bid", it only reflects an increase in the auction value.

- v. Auction value challenges. Placement of any auction bid is binding. Participants are provided an opportunity to confirm bids before having them committed in the system and are therefore encouraged to carefully review bids before confirming. Once an auction is closed, the winning bidder has a contractual obligation to remit the winning auction fee which is always one bidding increment above the second place bidders highest bid.

## 7. Fees

Complainant will be charged a partially refundable \$100USD (one hundred United States dollars) fee. Such fee less a \$15US (fifteen United States dollars) administration charge will be refunded to the complainant in the event the dispute is upheld and the auction is rescheduled.

## 8. Revisions

Pool.com reserves the right to modify this Policy at any time. Such revisions will be posted at <http://www.pool.com/disputes.aspx> at least thirty (30) calendar days before it becomes effective. Any dispute submitted will be subject to the Policy effective at the time of the dispute confirmation.

## 9. All other disputes

All other disputes between you and any party other than us regarding the results of an auction that are not submitted in accordance with this policy shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.