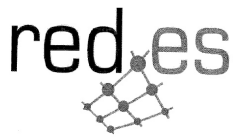


Instruction from the General Manager of the public business entity Red.es establishing the Regulations for the extrajudicial conflict resolution procedure for domain names under the country code corresponding to Spain (".ES").

Preamble

The Sole Additional Provision of the National Plan for Domain Names Under the Country Code Corresponding to Spain (".es") (hereinafter, the "National Plan"), approved by Order ITC/1542/2005, dated 19 May, published in the Official Spanish Gazette (B.O.E.) on 31 May 2005 and Additional Provision Six, section 8, of Law 34/2002, dated 11 July, the Information Society and Electronic Commerce Services Act,



stipulate that Red.es, as the Assignment Authority for ".es" domain names, shall establish an extrajudicial conflict resolution system in order to resolve any controversies that may arise regarding the registration of an ".es" domain name between its owner and a third party alleging legitimate interests in the same.

The newly approved National Plan makes registering ".es" domain names more flexible and streamlined than the previous legislation, making it necessary to implement additional legal protection mechanisms to enable streamlined ".es" domain name assignment without entailing any delay in the registration operations.

The purpose of this Instruction is to establish the procedure Regulations for said extrajudicial conflict resolution system for ".es" domain names. These Regulations, in accordance with section c) of the aforementioned Sole Additional Provision of the National Plan, shall be compulsory for all ".es" domain name owners.

Additional Provision Eighteen of Law 14/2000, dated 29 December, on Tax, Administrative and Social Order Measures, as written in article 70 of Law 24/2001, dated 27 December, regarding the procedure for assigning internet domain names and addresses under the country code for Spain (".es"), stipulates that the Chairman of the Public Business Entity Red.es shall establish, by resolution, the procedures for assignment and all other operations associated with registering internet domain names and addresses under the country code corresponding to Spain (".es").

The Chairman of the Public Business Entity Red.es, in accordance with section two, article 7 of Royal Decree 164/2002, dated 8 February, which approves the Statute of the public business entity Red.es, in relation to section k) of article 14 of said Royal Decree, has delegated to the General Manager of the public business entity Red.es, by resolution dated 21 October 2005, the establishment of the procedures for the assignment and all other operations associated with the registration of internet domain names and addresses under the country code corresponding to Spain (".es"), except for the resolution of any administrative appeals lodged against the resolutions issued by the General Manager under the administrative authority attributed to him.

In the performance of said delegation, the General Manager of Red.es hereby issues this Instruction.

This Instruction shall become effective on 8 November 2005.



Madrid, 7 November 2005. -

Ramón Palacio León.
General Manager of the public business entity Red.es



ANNEX

Regulations for the Extrajudicial Conflict Resolution Procedure for Domain Names under the Country Code Corresponding to Spain (".ES").

TITLE I General Provisions

Article 1. Scope of application

These Regulations (hereinafter, "**the Regulations**") apply to all ownership disputes that may arise regarding the registration of ".es" domain names, without prejudice to the legal actions available to the Parties.

No procedure may be initiated in accordance with these Regulations when a cancellation or verification procedure for ".es" domain names has been started in accordance with that established under the National Plan.

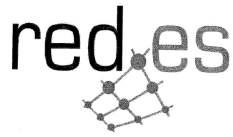
All ".es" domain name owners are subject to the extrajudicial conflict resolution procedure in accordance with section c) in the Sole Additional Provision of the National Plan.

Lodging an ownership conflict complaint implies that the Plaintiff accepts all of the rules contained in these Regulations.

Article 2. Definitions

The following definitions apply to these Regulations:

Red.es, Register or Assignment Authority, the public business entity Red.es, reporting to the Ministry of Industry, Tourism and Trade through the Secretariat of State for Telecommunications and the Information Society, which is legally entrusted with the management of the Register of Internet Domain Names Under the Country Code Corresponding to Spain (".es"), in accordance with Additional Provision Six of Law 11/1998, dated 24 April: the General Telecommunications Act.



Registrar, individual or legal entity duly accredited by Red.es to mediate in the ".es" domain name assignment and management procedures.

Registration Agreement, the agreement between the Registrar or the Register and the domain name owner.

Defendant, the beneficiary of the domain name registration against which a claim has been lodged in accordance with the Regulations.

Plaintiff, individual or incorporated or non-incorporated entity lodging a complaint regarding the registration of an ".es" domain name.

Initial Rights:

1) Names of entities legally registered in Spain, designations or indications of origin, trade names, registered trademarks or other industrial property rights protected in Spain.

2) Civil names or widely known pseudonyms, which identify, professionally, intellectual creators, politicians and entertainment or sports personalities, among others.

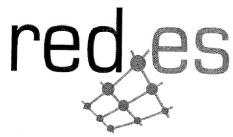
3) Official or generally recognisable names of Spanish Public Administrations or public entities.

Provider, the provider of extrajudicial conflict resolution services accredited by Red.es.

Expert, the specialist in extrajudicial conflict resolutions, preferably in the area of domain names, with accredited knowledge of Spanish Law, appointed by the Provider, in accordance with the terms established in these Regulations, to resolve a complaint related to the registration of an ".es" domain name.

Speculative or Abusive Domain Name Registration, among others, when the following requirements are met:

1) The domain name is identical or similar, to the point of causing confusion, to another term to which the Plaintiff claims to possess Initial Rights; and



- 2) The Defendant does not have the rights to or legitimate interests in the domain name; and
- 3) The domain name has been registered or used in bad faith.

Proof of Bad Faith Domain Name Registration, when:

- 1) The Defendant has registered or acquired the domain name for the primary purpose of selling, leasing or transferring, by any means, the registration of the domain name to the Plaintiff who has Initial Rights or to a competitor of the Plaintiff, for a certain value that exceeds the documented cost related directly to the domain name; or
- 2) The Defendant has registered the domain name to prevent the holder of the Initial Rights from using those rights through the domain name, as long as the Defendant has carried out an activity of said type; or
- 3) The Defendant has registered the domain name primarily to disrupt the business of a competitor; or
- 4) The Defendant, by using the domain name, has attempted intentionally to attract, for the purpose of profit, internet users to his or her web page or to any other, creating the possibility of a confusion of identity with that of the Plaintiff in terms of the source, sponsorship, affiliation or promotion of the web page or of a product or service included on the web page; or
- 5) The Defendant has carried out actions similar to the above to the detriment of the Plaintiff

Article 3. Extrajudicial conflict resolution service providers

a) The procedure regulated by these Regulations shall be delegated to an extrajudicial conflict resolution service provider accredited by Red.es and selected by the Plaintiff.

For this purpose, Red.es shall establish an accreditation procedure based on proportionate, objective, transparent and non-discriminatory conditions that guarantee the impartiality and independence of the Service Provider, in addition to the experience and qualifications of the provider in the field of extrajudicial conflict resolution.



Article 4. List of experts

a) The Providers shall maintain and publish an updated list of Experts, with their professional qualifications, available to the public on their web pages.

b) The Providers may modify the list of Experts according to the needs of the service.

Article 5. Impartiality and independence

The Experts must be impartial and independent. Before accepting their appointment, the Experts must notify the Provider of any circumstances that could give rise to reasonable doubt concerning their impartiality or independence.

If at any time during the procedure new circumstances should arise that could create reasonable doubt as to the impartiality of the Expert, the Expert must notify the Provider immediately of these circumstances, in which case the Provider, after analysing the situation, may replace the Expert appointed initially.

Article 6. Replacing the Expert

a) The Provider may replace the Expert when, following the appointment, it is determined that there are circumstances that could cause reasonable doubt as to the impartiality and independence of the Expert.

b) The Party wishing to replace the Expert due to a lack of impartiality and independence must submit the challenge in writing within five calendar days of the appointment. The Provider must make a decision on the challenge submitted within five calendar days, unless the Expert resigns on his or her own initiative.



c) The Provider may replace the Expert when both Parties have requested the replacement in writing within five calendar days of the appointment.

Article 7. Notifications

a) In accordance with article 15, the Provider shall notify the Defendant of the Claim at all of the following postal, e-mail or telefax addresses:

i) the addresses for the owner and the administrative contact person for the disputed domain name, indicated in the Register database, as well as

ii) the Defendant's addresses submitted to the Provider by the Plaintiff and, as appropriate

iii) the address that the Defendant has indicated to the Provider to receive notifications.

b) All other notifications related to the procedure shall be delivered, whenever possible, by electronic means.

c) Either Party may update their contact information by notifying the Provider and the Register of the new data, in accordance with the procedures established in each case for that purpose.

d) Unless otherwise stipulated in these Regulations, or as decided by the Expert, the notification requirements set forth in these Regulations shall be considered to have been satisfied:

i) if transmitted by electronic copy or telefax, on the date indicated by the transmission confirmation; or

ii) if sent by post, on the date indicated on the receipt; or

iii) if sent by e-mail, on the date the notification was sent, as long as the transmission date can be verified.

e) Except in cases in which the Expert justifiably determines otherwise, all time periods indicated in these Regulations shall begin on



the earliest date on which the notification was made in accordance with article 7 d).

f) The Provider and, from the moment of his or her appointment, the Expert may proportionally extend the periods established in these Regulations, when justified, upon request from one of the Parties or on their own initiative.

g) After the Defendant has been notified of the Claim, a copy of all communications made by any of the Parties, the Expert or the Provider shall be provided to the rest of the parties involved in the procedure indicated in this section.

h) The party sending any communication shall be responsible for providing documented evidence of the transmission and/or delivery circumstances. This documented evidence may be reviewed by the interested parties.

i) If the Party that sent the communication receives notification that said communication was not successfully delivered to the recipient, the sending Party shall immediately notify the Expert or, if one has not been appointed, the Provider of the circumstances in which the communication was sent.

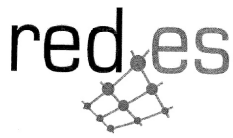
Article 8. Procedure language

a) The language for the procedure governed by these Regulations is Spanish. However, the Expert may agree, for justifiable reasons, to process the procedure in another language, if the circumstances of the procedure so require and the Parties are in agreement.

b) The Expert may request that documents submitted in languages other than the one established for the procedure be accompanied by a translation, in whole or in part, into the procedure language.

Article 9. Procedure suspension

Should any of the interested Parties request that the Expert suspend the procedure, the Expert shall make a reasoned decision regarding said request and shall, if appropriate, suspend the procedure for a proportionate period of time. The procedure may be resumed, in any case, when so decided by the Expert.



Article 10. Unnecessary or impossible continuation of the procedure

Should the Parties reach an agreement on the conflict in the procedure before the Expert issues a resolution, the Expert may conclude the procedure at that time.

If the Expert, or the Provider if no Expert has been appointed, believes that it is unnecessary or impossible to continue the procedure for any reason prior to issuing a resolution, the Expert, or the Provider, if appropriate, shall conclude the process, unless one of the Parties justifiably opposes the conclusion of the procedure within five calendar days.

Article 11. Effectiveness of judicial procedures

a) The processing of the extrajudicial conflict resolution procedure governed by these Regulations shall not prevent the Parties from resorting to the jurisdiction competent to deal with said conflict at any time. In such cases, the Expert shall be authorised to decide whether to suspend or conclude the procedure without issuing a resolution or to continue the procedure until a resolution has been issued.

b) If one of the Parties initiates legal proceedings related to the same domain name after the start of an extrajudicial conflict resolution procedure for that domain name, that Party must immediately notify the Register, the Expert or the Provider, if an Expert has not yet been appointed, that said proceedings have been initiated.

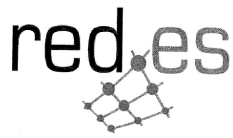
c) In any case, the resolution issued by the jurisdictional body that has heard the conflict subject to the extrajudicial resolution procedure governed by these Regulations shall be applicable.

Article 12. Charges and fees

a) The Plaintiff shall be responsible for the payment of all charges and fees in the extrajudicial conflict resolution procedure for “.es” domain names established in the Provider’s charges and fees scale.

b) When the Plaintiff withdraws the claim, without justification, prior to notification to the Defendant of the claim, the Provider shall not be required to reimburse the Plaintiff for the charges and fees already paid.

c) The Provider shall take no action whatsoever until it receives payment of the charges and fees indicated in section a) from the Plaintiff



d) If the Provider has not received payment of the charges and fees indicated in section a) within 10 calendar days of receiving the Claim, the Provider may consider that the Plaintiff has withdrawn the Claim and conclude the procedure.

e) The Plaintiff shall pay for any actions that, exceptionally and in the opinion of the Expert, are required, such as hearings, document examination, etc.

TITLE II Procedure Mechanism

Article 13. The Claim

a) Any individual or incorporated or non-incorporated entity may initiate an extrajudicial conflict resolution procedure by submitting three printed and/or electronic copies of the Claim to the Provider and one copy to Red.es.

b) The Claim must include at least the following information:

i) the domain name(s) included in the claim;

ii) the name, postal and e-mail addresses, and the telephone and telefax numbers of the Plaintiff, and, when appropriate, those of the representative authorised by the Plaintiff to provide assistance in the procedure;

iii) The method chosen for receiving notifications, including the specific contact person and the different addresses to which notifications and documents are to be sent in both electronic format and other formats.

iv) The name of the Defendant and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to the Plaintiff to contact the Defendant or the Defendant's representative. Information for this purpose may include data based on relations prior to the Claim that make it possible to contact the Defendant or the Defendant's representative and to deliver the Claim in accordance with article 15;

v) When appropriate, the Defendant's Registrar at the time the Claim is lodged;



vi) Description of the Initial Rights on which the Plaintiff bases the Claim, providing, when available, copies of the titles certifying the initial right or any other certifying evidence;

vii) a presentation (not to exceed 5,000 words) of the reasons why the Domain Name Registration is Speculative or Abusive, providing any type of evidence that substantiates the Speculative or Abusive Domain Name Registration, particularly:

1) The reasons for which the domain name is identical or similar, to the point of causing confusion, to another term to which the Plaintiff claims to possess Initial Rights; and

2) The reasons for which the Defendant should not be considered to have the rights to or legitimate interests in the domain name or names included in the claim; and

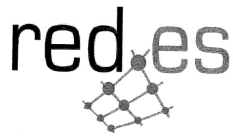
3) The reasons for which the domain name should be considered as having been registered or used in bad faith.

viii) The intention of the claim; that is, transfer of the domain name to the Plaintiff or cancellation of the domain name;

ix) Identification of any legal verification or cancellation proceedings, or proceedings of any other type, that have been started or completed for the domain name included in the Claim;

c) Lodging the Claim implies that the Plaintiff waives the right to the jurisdiction that may correspond for any appeal against the decision made in the procedure, and expressly accepts the jurisdiction of the courts of the city of Madrid.

Likewise, lodging the Claim implies that the Plaintiff waives the right to any legal or other action against Red.es, the Registrar, the Provider or the Expert, as well as their directors, civil servants, employees and agents, except in the case of grievous or wilful misconduct.



d) The Plaintiff shall submit a responsible declaration indicating that the information contained in the Claim is complete and exact to the best of his or her knowledge and understanding, and that the Claim has not been lodged abusively.

e) The Claim may include claims to more than one domain name, as long as the domain names are owned by the same Defendant and the Plaintiff claims to possess Initial Rights to all of them.

f) If there is more than one conflict between the Plaintiff and the Defendant processed by the procedure governed by these Regulations, the Parties may request that said conflicts be assigned to a single Expert. This request shall be made to the first Expert appointed, unless the Parties agree to designate another Expert.

g) Upon request by the Provider, Red.es shall verify the contact information provided by the Plaintiff for the Defendant, notifying the Provider of the correct data available in the Register database.

Article 14. Blocking the domain name

a) Once the claim has been received and the Provider has verified that there is probable cause for the claim of Bad Faith Domain Name Registration or Use based on the Initial Rights outlined in article 13, the Provider shall immediately request that Red.es block the domain name subject to the claim.

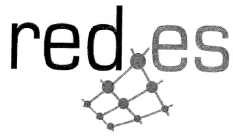
b) Once the block request has been received, Red.es shall immediately block the domain name(s) included in the Claim for the duration of the procedure.

c) Blocking the domain name consists of disallowing:

- 1) transfer of ownership of the domain name to a third party.
- 2) cancellation of the domain name
- 3) modification of the registration data.

Under no circumstances will the blocking prevent the Defendant from renewing the domain name or modifying the renewal options.

d) Red.es shall immediately notify the Provider when the block has been applied so that the procedure may continue.



e) Suspension of the procedure does not imply the suspension of the block, unless otherwise indicated by the Expert or, possibly, a legal body.

f) Conclusion of the procedure shall imply the suspension of the block, unless otherwise indicated by a legal body.

Article 15. Notifying the Defendant of the claim

a) For all intents and purposes, the start date of the procedure is the date on which the Defendant is notified of the Claim.

b) Once notification of the block has been received, the Provider shall deliver the Claim to the Defendant as indicated in article 7 within five calendar days of receiving effective payment of the charges and fees that the Plaintiff has to pay in accordance with article 12. The Provider, when appropriate, shall send a copy of the Claim to the Defendant's Registrar.

c) If the Provider considers that the Claim contains rectifiable defects, both Parties shall be notified, allowing the Plaintiff five calendar days to make the necessary corrections. Following that period, if the Plaintiff has not submitted the documents necessary to correct the defects in the Claim, the Plaintiff shall be deemed to have withdrawn the Claim, retaining the right to lodge a new Claim. The Provider shall notify the Parties, Red.es and, when appropriate, the Registrar in the event that the Plaintiff withdraws the Claim.

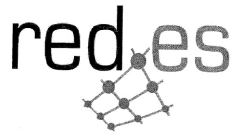
If the Provider feels that the documents submitted by the Plaintiff are insufficient to correct the defects, the Provider shall conclude the procedure, the Plaintiff retaining right to lodge a new Claim.

Article 16. Written Response to the Claim

a) Within twenty calendar days from the date on which the procedure begins, the Defendant shall submit a written response, printed and/or in electronic format (except the annexes that are unavailable in said format), to both the Provider and the Plaintiff at the same time.

b) The Response must include at least the following documents:

i) The specific response to the declarations and allegations indicated in the Claim, including all of the reasons why the Defendant



considers that he or she should retain ownership of the disputed domain name (this part of the written response must not exceed 5,000 words);

ii) The name, postal and e-mail addresses, and the telephone and telefax numbers of the Defendant, and, when appropriate, those of the representative authorised by the Defendant to provide assistance in the procedure;

iii) The method chosen for receiving notifications, including the specific contact person and the different addresses to which notifications and documents are to be sent in both electronic format and other formats.

iv) Identification of any legal proceedings, or proceedings of any other type, that have been started or completed for the domain name included in the Claim;

v) Any type of documented evidence supporting the written response, especially that which certifies that the Domain Name Registration by the Defendant was not Speculative or Abusive or that which refutes the Initial Rights claimed by the Plaintiff.

d) The Defendant shall submit a responsible declaration indicating that the information contained in the written response is complete and exact to the best of his or her knowledge and understanding, and that the written response has not been lodged abusively.

e) If the Defendant does not submit a written response, the Expert shall resolve the conflict based on the Claim.

Article 17. Expert appointment and resolution period

a) The Provider shall appoint an Expert from among those indicated on its List of Experts, taking into account availability and the knowledge required to resolve the conflict.

b) The appointment shall be made at the offices of the Provider within five calendar days of receipt of the written response to the Claim.



c) Once the Expert has been named, the Provider shall send the case file to him or her and provide the name and contact e-mail address of the Expert to the Parties and to Red.es.

Article 18. General powers of the Expert

a) The Expert shall manage the procedure as deemed most appropriate for its processing in accordance with the Regulations. The Expert shall guarantee equal treatment of both Parties.

b) The Expert decide on the admissibility of the evidence.

c) The Expert may request, when deemed pertinent, that the Parties provide clarifications or additional documents to the Claim or the Written Response.

d) The Expert shall determine the admissibility of the clarifications or additional documents submitted by the Parties at any stage of the procedure.

The Expert is also responsible for all other functions and powers attributed by these Regulations.

Article 19. Hearings

The Parties may propose hearings in person, by videoconference or audio-conference. The Expert shall make a determination regarding these hearings. In any case, the Expert is authorised to call the Parties to a hearing in person or by videoconference.

Article 20. Default

a) The Expert may continue and resolve the procedure on his or her own initiative if either of the Parties fails to meet the deadlines established in these

b) The Expert shall determine, in a reasoned and proportionate manner, the effects of the Parties' failure to comply with their respective obligations, as set forth in these Regulations.

Article 21. Resolution

a) The Expert shall resolve the Claim, justifiably, taking into account the declarations made and the documents submitted by the Parties.



b) The resolution shall be consistent with the intention of the Claim and may not include decisions on matters beyond the scope of the Claim, respecting, in all cases, the applicable provisions of the National Plan for “.es” Domain Names.

c) The Expert shall send three signed copies and the electronic version of the resolution to the Provider within 15 calendar days of receiving the written response.

d) Once the Resolution has been passed by the Expert, the Plaintiff may not begin a new procedure based on these Regulations against the Defendant for the same purpose, unless evidence of vital importance to the resolution becomes available but could not be known to the Plaintiff at the time the Claim was lodged.

Article 22. Notifying the Parties of the decision

a) The Provider must send a signed copy of the resolution to each of the Parties and an electronic copy to Red.es, to the Parties and, when appropriate, to each of their Registrars.

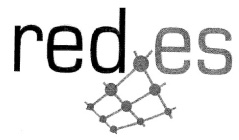
b) Red.es will publish the Expert’s resolution on the Register’s public-access web page.

Article 23. Execution of the decision

a) Red.es shall execute the decision issued by the Expert, except as set forth in paragraph b) of this article.

If the Expert decides in favour of the Claim, Red.es shall transfer the domain name to the Plaintiff, or cancel the domain name, as appropriate, 15 calendar days from the date on which the decision was notified to the Parties and to Red.es in electronic format.

b) If either of the Parties submits a document to Red.es certifying that legal proceedings have been initiated before the competent court of law within 15 calendar days of notification of the resolution in electronic format, Red.es shall suspend the execution of the decision until a document is received certifying the conclusion of the legal proceedings, unless otherwise instructed by the legal body.



TITLE III Final provisions

Article 24. Exemption from liability

a) The Expert may continue and resolve the procedure on his or her own initiative if either of the Parties fails to meet the deadlines established in these Regulations.