

Rules for the Brunei Darussalam Domain Name Dispute Resolution Policy (the “Rules”)

Administrative proceedings for the resolution of disputes under the Brunei Darussalam Domain Name Dispute Resolution Policy shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. DEFINITIONS

In these Rules:

BNNIC refers to the Brunei Darussalam Network Information Centre Sdn Bhd (BNNIC).

Complainant means the party initiating a complaint concerning a domain-name registration.

Panel means an administrative panel appointed by a Provider to decide a complaint concerning a domain-name registration.

Panellist means an individual appointed by a Provider to be a member of a Panel.

Party means a Complainant or a Respondent.

Policy means the Brunei Darussalam Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registrant Agreement.

Provider means a dispute-resolution service provider appointed by BNNIC. A list of such Providers can be found at <http://www.bnnic.bn>

Registrar means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

Registrant Agreement means the agreement between BNNIC and a domain-name holder.

Respondent means the holder of a domain-name registration against which a complaint is initiated.

Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name.

Supplemental Rules means the rules adopted by the Provider administering a proceeding to supplement these Rules. The Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Panel, and the form of cover sheets.

Working Day means any day other than a Saturday, Sunday or Public Holiday.

2. COMMUNICATIONS

(a) When forwarding a complaint (including any annexes) to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

- (i) Sending the complaint to all postal-mail and facsimile addresses supplied by BNNIC or Registrar to the Provider for the registered domain-name holder, the technical contact, the administrative contact and billing contact; and
- (ii) sending the complaint in electronic form (including annexes to the extent available in that form) by e-mail to:
 - (A) the e-mail addresses for registered domain name holder, technical, administrative, and billing contacts;
 - (B) postmaster@<the contested domain name>; and
 - (C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and
- (iii) sending the complaint (including any annexes) to any address or e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other addresses or e-mail addresses provided to the Provider by Complainant under Paragraph 3(b)(v).

(b) Except as provided in Paragraph 2(a), any written communication to the Complainant or Respondent provided for under these Rules shall be made by the preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)), or in the absence of such specification

- (i) by telecopy or facsimile transmission, with a confirmation of transmission; or
- (ii) by postal or courier service, postage pre-paid and return receipt requested; or
- (iii) electronically via the Internet, provided a record of its transmission is available.

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11. E-mail communications should, if practicable, be sent in plaintext.

(e) Either Party may update its contact details by notifying the Provider and the Registrar.

(f) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

- (i) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or
- (ii) if by postal or courier service, on the date marked on the receipt; or
- (iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).

(h) Any communication by:

- (i) a Panel to any Party shall be copied to the Provider and to the other Party;

- (ii) the Provider to any Party shall be copied to the other Party; and
- (iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

3. THE COMPLAINT

(a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to the Provider. The Complainant shall, at the same time, send or transmit to the Respondent in accordance with Paragraph 2(b) a copy of each of the complaint (including any annexes) and the coversheet as prescribed by the Supplemental Rules.

(b) The complaint shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

- (i) Request that the complaint be submitted for decision in accordance with the Policy and these Rules;
- (ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
- (iii) Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of:
 - (A) electronic-only material; and
 - (B) material including hard copy;
- (iv) Designate whether Complainant elects to have the dispute decided by a single-member or a three-

member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any of the Provider's list of panellists);

- (v) Provide the name of the Respondent and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to the Complainant regarding how to contact the Respondent or any representative of the Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);
- (vi) Specify the domain name(s) that is/are the subject of the complaint;
- (vii) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
- (viii) Specify the name(s), trademark(s) or service mark(s) on which the complaint is based and, for each name mark, describe the goods or services, if any, with which the name or mark is used, and separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the name or mark in the future;
- (ix) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,
 - (1) the manner in which the domain name(s) is/are identical or confusingly similar to a name, trademark or service mark in which the Complainant has rights; and
 - (2) why the Respondent should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and
 - (3) why the domain name(s) should be considered as having been registered or as being used in bad faith.

(The description should, for elements (2) and (3), discuss any aspects of Paragraphs 4(b) and 4(c) of the Policy that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

- (x) Specify, in accordance with the Policy, the remedies sought;
- (xi) 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;
- (xii) State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent, in accordance with Paragraph 2(b);
- (xiii) State that the Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of the courts in Brunei Darussalam;
- (xiv) State whether the Complainant agrees to have the dispute mediated by the Panel before the Panel is called upon to decide the dispute;
- (xv) State whether the Complainant consents to having the terms of any settlement that may be reached between the Parties, whether as a result of mediation by the Panel or otherwise, reflected in a decision of the Panel;
- (xvi) State whether a Panel that mediates the dispute may proceed to decide the dispute if the Parties fail to reach an agreement after mediation;
- (xvii) State whether the Complainant would still wish to have the dispute mediated by the Panel in the event that the Respondent does not agree to the same Panel deciding the dispute should the Parties fail to reach an agreement after mediation; and
- (xviii) Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

“The Complainant agrees to abide and be bound by the provisions of the Brunei Darussalam Domain Name Dispute Resolution Policy, the Rules for the Brunei Darussalam Domain Name Dispute Resolution Policy and the Supplemental Rules for the Brunei Domain Name Dispute Resolution Policy.”

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the dispute-resolution provider and panellists, except in the case of deliberate wrongdoing, (b) the registrar, and (c) BNNIC, as well as their directors, officers, employees, and agents."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

- (xix) Annex any documentary or other evidence that the Complainant intends to rely on, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one domain name, provided the domain names are registered by the same domain-name holder.

4. NOTIFICATION OF COMPLAINT

(a) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the

Respondent, in the manner prescribed by Paragraph 2(a), within three (3) working days after the date of receipt of the complaint or the date of receipt of the fees to be paid by the Complainant in accordance with Paragraph 19, whichever is later.

(b) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) working days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

(c) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with forwarding the Complaint to the Respondent.

(d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and BNNIC of the date of commencement of the administrative proceeding.

5. THE RESPONSE

(a) Within fifteen (15) working days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The response shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

- (i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent to retain registration and use of the disputed domain name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);
- (ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorised to act for the Respondent in the administrative proceeding;

- (iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of:
 - (A) electronic-only material; and
 - (B) material including hard copy;
- (iv) If Complainant has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;
- (v) If either the Complainant or the Respondent elects a three member Panel, provide the names and contact details of three candidates to serve as one of the Panellists (these candidates may be drawn from any approved Provider's list of panellists);
- (vi) 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;
- (vii) State that a copy of the response (including any annexes) has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b);
- (viii) State whether the Respondent agrees to have the dispute mediated by the Panel before the Panel is called to decide the dispute;
- (ix) State whether the Respondent consents to having the terms of any settlement that may be reached between the Parties, whether as a result of mediation by the Panel or otherwise, reflected in a decision of the Panel;
- (x) State whether a Panel that mediates the dispute may proceed to decide the dispute if the Parties fail to reach an agreement after mediation; and
- (xi) Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"The Respondent certifies that the information contained in this Response is to the best of the Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

- (xii) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such evidence.

(c) If the Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

(d) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(e) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. APPOINTMENT OF THE PANEL AND TIMING OF DECISION

(a) The Provider shall maintain and publish a publicly available list of panellists and their qualifications.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) working days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panellist from its list of panellists. The fees for a single-member Panel shall be paid entirely by the Complainant.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint

three Panellists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(d) Unless Complainant has already elected to have a three-member Panel, the Complainant shall submit to the Provider, within five (5) working days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panellists. These candidates may be drawn from any approved Provider's list of panellists.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panellist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) working days to secure the appointment of a Panellist on from either Party's list of candidates, the Provider shall appoint any other person from its list of panellists. The third Panellist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) working days of the Provider's submission of the five-candidate list to the Parties.

(f) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panellists appointed and the date(s) by which, absent exceptional circumstances, the mediation (if any) shall be concluded and/or the Panel shall forward its decision on the complaint to the Provider.

7. IMPARTIALITY AND INDEPENDENCE

A Panellist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panellist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panellist, that Panellist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panellist.

8. COMMUNICATION BETWEEN PARTIES AND THE PANEL

- (a) Except as provided for in Paragraph 8(b), no Party or anyone acting on its behalf may have any unilateral communication with the Panel.
- (b) Where both the Complainant and the Registrant agree to have the dispute mediated by the Panel, the Panel may, during the course of the mediation, communicate confidentially with each Party to the exclusion of the other Party. Such confidential communications between the Panel and the Party shall cease once the mediation has ended.
- (c) All communications between a Party and the Panel or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. TRANSMISSION OF THE FILE TO THE PANEL

The Provider shall forward the file to the Panel as soon as the Panellist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panellist is appointed in the case of a three-member Panel.

10. GENERAL POWERS OF THE PANEL

- (a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.
- (b) In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.
- (c) The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.
- (d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

(e) The Panel shall not mediate the dispute unless the Parties agree to have the dispute mediated by the Panel. Subject to Paragraph 10(c), the Panel shall ensure that the mediation is concluded within fifteen (15) working days after the date of its appointment pursuant to Paragraph 6.

(f) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. LANGUAGE OF PROCEEDINGS

(a) Unless otherwise agreed by the Parties, the language of the administrative proceeding shall be English, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

(b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

12. FURTHER STATEMENTS

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. IN-PERSON HEARINGS

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for mediating the dispute or deciding the complaint.

14. DEFAULT

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any

request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. PANEL DECISIONS

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) Where the Parties agree to have the dispute mediated by a Panel and the Parties fail to reach a settlement through the mediation, if the Parties further agree that the Panel that mediated the dispute may continue with the administrative proceeding and decide the complaint, then, in the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within ten (10) working days after the date of termination of the mediation. Where the Parties do not agree to have the dispute mediated by the Panel, in the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within ten (10) working days of its appointment pursuant to Paragraph 6.

(c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.

(d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panellist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. COMMUNICATION OF DECISION TO PARTIES

(a) Within three (3) working days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and BNNIC. The Provider shall also communicate to each Party, the

concerned Registrar(s) and BNNIC the date for the implementation of the decision in accordance with the Policy.

- (b) Except if the Panel determines otherwise (see Paragraph 4(j) of the Policy), the Provider shall publish the full decision on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) of these Rules) shall be published.

17. SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

(a) If, before the Panel's decision, the Parties agree on a settlement, and the Parties further consent to having the terms of the settlement reflected in a decision of the Panel, the Panel shall render a decision that is consistent with the terms of the settlement and state that the decision is made pursuant to a settlement between the Parties. If, before the Panel's decision is made, the Parties agree on a settlement, but any Party does not consent to having the terms of the settlement reflected in a decision of the Panel, the Panel (or, if the Panel has not been appointed yet), the Provider shall terminate the administrative proceeding. Such termination to be without prejudice to the initiation of another administrative proceeding in respect of the same matter.

(b) Where the Parties agree to have the dispute mediated by a Panel and the Parties fail to reach a settlement through the mediation, if the Parties do not agree that the dispute may be decided by the Panel that mediated the dispute, the Panel shall terminate the administrative proceeding, such termination to be without prejudice to the initiation of another administrative proceeding by the Complainant in respect to the same matter, with a request that the Provider appoint a different Panel to decide the dispute.

(c) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel (or, if the Panel has not been appointed yet, the Provider) shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel (or the Provider, as the case may be).

18. EFFECT OF COURT PROCEEDINGS

(a) In the event of any legal proceedings initiated before an administrative proceeding has commenced in respect of a domain name dispute that is the subject of the complaint, the Panel conducting the administrative proceeding shall have the discretion to decide

whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

- (b) Neither Party shall initiate any legal proceedings in respect of a domain name dispute that is the subject of a pending administrative proceeding.

19. FEES

(a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Panel. See Paragraph 5(c). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).

(c) If the Provider has not received the fee within ten (10) working days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. EXCLUSION OF LIABILITY

Except in the case of deliberate wrongdoing and to the extent permitted by law, neither the Provider nor a Panellist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

21. AMENDMENTS

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may be amended by BNNIC. The revised Rules will be posted at [<http://www.bnnic.bn>] at least thirty (30) calendar days before it becomes effective.

22. SEVERABILITY

Any provision of this Rules which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Rules, all without affecting the remaining provisions of this Rules or affecting the validity or enforceability of such provision in any other jurisdiction.