

Policy on Transfer of Registrations between Registrars

Revision Adopted 7 November 2008

Effective 15 March 2009

[Prior version of Policy](#) (12 July 2004)

A. Holder-Authorized Transfers

1. Registrar Requirements

Registered Name Holders must be able to transfer their domain name registrations between Registrars provided that the Gaining Registrar's transfer process meets the minimum standards of this policy and that such transfer is not prohibited by ICANN or Registry policies. Inter-Registrar domain name transfer processes must be clear and concise in order to avoid confusion. Further, Registrars should make reasonable efforts to inform Registered Name Holders of, and provide access to, the published documentation of the specific transfer process employed by the Registrars.

1.1 Transfer Authorities

The Administrative Contact and the Registered Name Holder, as listed in the Losing Registrar's or applicable Registry's (where available) publicly accessible WHOIS service are the only parties that have the authority to approve or deny a transfer request to the Gaining Registrar. In the event of a dispute, the Registered Name Holder's authority supersedes that of the Administrative Contact.

Registrars may use Whois data from either the Registrar of Record or the relevant Registry for the purpose of verifying the authenticity of a transfer request; or from another data source as determined by a consensus policy.

2. Gaining Registrar Requirements

For each instance where a Registered Name Holder requests to transfer a domain name registration to a different Registrar, the Gaining Registrar shall:

2.1 Obtain express authorization from either the Registered Name Holder or the Administrative Contact (hereafter, "Transfer Contact"). Hence, a transfer may only proceed if confirmation of the transfer is received by the Gaining Registrar from the Transfer Contact.

2.1.1 The authorization must be made via a valid Standardized Form of Authorization (FOA). There are two different FOA's available at the ICANN website. The FOA labeled "Initial Authorization for Registrar Transfer" must be used by the Gaining Registrar to

request an authorization for a registrar transfer from the Transfer Contact. The FOA labeled "Confirmation of Registrar Transfer Request" may be used by the Registrar of Record to request confirmation of the transfer from the Transfer Contact.

The FOA shall be communicated in English, and any dispute arising out of a transfer request shall be conducted in the English language. Registrars may choose to communicate with the Transfer Contact in additional languages. However, Registrars choosing to exercise such option are responsible for the accuracy and completeness of the translation into such additional non-English version of the FOA.

2.1.2 In the event that the Gaining Registrar relies on a physical process to obtain this authorization, a paper copy of the FOA will suffice insofar as it has been signed by the Transfer Contact and further that it is accompanied by a physical copy of the Registrar of Record's Whois output for the domain name in question.

2.1.2.1 If the Gaining Registrar relies on a physical authorization process, then the Gaining Registrar assumes the burden of obtaining reliable evidence of the identity of the Transfer Contact and maintaining appropriate records proving that such evidence was obtained. Further the Gaining Registrar also assumes the burden for ensuring that the entity making the request is indeed authorized to do so. The acceptable forms of physical identity are:

- Notarized statement
- Valid Drivers license
- Passport
- Article of Incorporation
- Military ID
- State/Government issued ID
- Birth Certificate

2.1.3 In the event that the Gaining Registrar relies on an electronic process to obtain this authorization the acceptable forms of identity would include:

- Electronic signature in conformance with national legislation, in the location of the Gaining Registrar (if such legislation exists).
- Consent from an individual or entity that has an email address matching the Transfer Contact email address.

The Registrar of Record may not deny a transfer request solely because it believes that the Gaining Registrar has not received the confirmation set forth above.

A transfer must not be allowed to proceed if no confirmation is received by the Gaining Registrar. The presumption in all cases will be that the Gaining Registrar has received and authenticated the transfer request made by a Transfer Contact.

2.2 Request, by the transmission of a "transfer" command as specified in the Registrar Tool Kit, that the Registry Operator database be changed to reflect the new Registrar.

2.2.1 Transmission of a "transfer" command constitutes a representation on the part of the Gaining Registrar that the requisite authorization has been obtained from the Transfer Contact listed in the authoritative Whois database.

2.2.2 The Gaining Registrar is responsible for validating the Registered Name Holder requests to transfer domain names between Registrars. However, this does not preclude the Registrar of Record from exercising its option to independently confirm the Registered Name Holder's intent to transfer its domain name to the Gaining Registrar in accordance with Section 3 of this policy.

Insert this idea from the SSAC 007 report here and in the next section...

[Support] an emergency action channel – to provide 24 x 7 access to registrar technical support staff who are authorized to assess [a hijacking] situation, establish the magnitude and immediacy of harm, and take measures to restore registration records and DNS configuration to what is often described as “the last working configuration”. An urgent restoration of a hijacked domain may require the coordinated efforts of geographically dispersed registrars, operating in different time zones. The emergency action channel requires a contact directory of parties who can be reached during non-business hours and weekends. It may be useful to make support staff contacts available online, so a third party is not required to maintain and distribute the contact details.

A companion policy to the emergency action channel – to identify evaluation criteria a registrant must provide to obtain immediate intervention (e.g., circumstances and evidence). From these, registrars can define emergency UNDO procedures. This policy would complement the TDRP and must not undermine or conflict with policies defined therein. The circumstances which distinguish when an urgent recovery policy may be a more appropriate action than the TDRP include:

1. Immediacy of the harm to the registrant if the transfer is not reversed (e.g., business interruption, security incidents).
2. Magnitude of the harm, or the extent to which the incident threatens the security and stability of parties other than the registrant, including but not limited to users, business partners, customers, and subscribers of a registrant’s services.
3. Escalating impact, or the extent to which a delay in reversing the transfer (and DNS configuration) would cause more serious and widespread incidents.

The emergency action procedures should be tested to verify they are resilient to tampering and difficult to exploit. In particular, it should be difficult or impossible for an attacker to effect a hijack or interfere with a transfer under the guise of requesting urgent restoration of a domain.

3. Obligations of the Registrar of Record

A Registrar of Record can choose independently to confirm the intent of the Registered Name Holder when a notice of a pending transfer is received from the Registry. The Registrar of Record must do so in a manner consistent with the standards set forth in this agreement pertaining to Gaining Registrars. In order to ensure that the form of the request employed by the Registrar of Record is substantially administrative and informative in nature and clearly provided to the Transfer Contact for the purpose of verifying the intent of the Transfer Contact, the Registrar of Record must use the FOA.

The FOA shall be communicated in English, and any dispute arising out of a transfer request, shall be conducted in the English language. Registrars may choose to communicate with the Transfer Contact in additional languages. However, the Registrar choosing to exercise such option is responsible for the accuracy and completeness of the translation into such additional non-English version of the FOA. Further, such non-English communications must follow the processes and procedures set forth in this policy. This includes but is not limited to the requirement that no Registrar shall add any additional information to the FOA used to obtain the consent of the Transfer Contact in the case of a transfer request.

This requirement does not preclude the Registrar of Record from marketing to its existing customers through separate communications.

The FOA should be sent by the Registrar of Record to the Transfer Contact as soon as operationally possible, but must be sent not later than twenty-four (24) hours after receiving the transfer request from the Registry Operator.

Failure by the Registrar of Record to respond within five (5) calendar days to a notification from the Registry regarding a transfer request will result in a default "approval" of the transfer.

In the event that a Transfer Contact listed in the Whois has not confirmed their request to transfer with the Registrar of Record and the Registrar of Record has not explicitly denied the transfer request, the default action will be that the Registrar of Record must allow the transfer to proceed.

Upon denying a transfer request for any of the following reasons, the Registrar of Record must provide the Registered Name Holder and the potential Gaining Registrar with the reason for denial. The Registrar of Record may deny a transfer request only in the following specific instances:

1. Evidence of fraud
2. UDRP action
3. Court order by a court of competent jurisdiction

4. Reasonable dispute over the identity of the Registered Name Holder or Administrative Contact
5. No payment for previous registration period (including credit card charge-backs) if the domain name is past its expiration date or for previous or current registration periods if the domain name has not yet expired. In all such cases, however, the domain name must be put into "Registrar Hold" status by the Registrar of Record prior to the denial of transfer.
6. Express written objection to the transfer from the Transfer Contact. (e.g. - email, fax, paper document or other processes by which the Transfer Contact has expressly and voluntarily objected through opt-in means)
7. A domain name was already in "lock status" provided that the Registrar provides a readily accessible and reasonable means for the Registered Name Holder to remove the lock status.
8. The transfer was requested within 60 days of the creation date as shown in the registry Whois record for the domain name.
9. A domain name is within 60 days (or a lesser period to be determined) after being transferred (apart from being transferred back to the original Registrar in cases where both Registrars so agree and/or where a decision in the dispute resolution process so directs). "Transferred" shall only mean that an inter-registrar transfer has occurred in accordance with the procedures of this policy.

Instances when the requested change of Registrar may not be denied include, but are not limited to:

- Nonpayment for a pending or future registration period
- No response from the Registered Name Holder or Administrative Contact.
- Domain name in Registrar Lock Status, unless the Registered Name Holder is provided with the reasonable opportunity and ability to unlock the domain name prior to the Transfer Request.
- Domain name registration period time constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer.
- General payment defaults between Registrar and business partners / affiliates in cases where the Registered Name Holder for the domain in question has paid for the registration.

The Registrar of Record has other mechanisms available to collect payment from the Registered Name Holder that are independent from the Transfer process. Hence, in the event of a dispute over payment, the Registrar of Record must not employ transfer processes as a mechanism to secure payment for services from a Registered Name Holder. Exceptions to this requirement are as follows:

- (i) In the case of non-payment for previous registration period(s) if the transfer is requested after the expiration date, or

(ii) In the case of non-payment of the current registration period, if transfer is requested before the expiration date.

A repeat to mirror the requirement placed on the Gaining Registrar in the previous section

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A companion policy to the emergency action channel – to identify evaluation criteria a registrant must provide to obtain immediate intervention (e.g., circumstances and evidence). From these, registrars can define emergency UNDO procedures. This policy would complement the TDRP and must not undermine or conflict with policies defined therein. The circumstances which distinguish when an urgent recovery policy may be a more appropriate action than the TDRP include:

- 1. Immediacy of the harm to the registrant if the transfer is not reversed (e.g., business interruption, security incidents).**
- 2. Magnitude of the harm, or the extent to which the incident threatens the security and stability of parties other than the registrant, including but not limited to users, business partners, customers, and subscribers of a registrant’s services.**
- 3. Escalating impact, or the extent to which a delay in reversing the transfer (and DNS configuration) would cause more serious and widespread incidents.**

The emergency action procedures should be tested to verify they are resilient to tampering and difficult to exploit. In particular, it should be difficult or impossible for an attacker to effect a hijack or interfere with a transfer under the guise of requesting urgent restoration of a domain.

4. Registrar Coordination

Each Registrar is responsible for keeping copies of documentation, including the FOA and the Transfer Contacts response thereto, that may be required for filing and supporting a dispute under the dispute resolution policy. Gaining Registrars must maintain copies of the FOA as received from the Transfer Contact as per the standard document retention policies of the contracts. Copies of the reliable evidence of identity must be kept with the FOA.

Both the Gaining Registrar and the Registrar of Record must provide the evidence relied on for the transfer during and after the applicable inter-registrar domain name transaction(s). Such information must be provided when requested by, and only by, the other Registrar that is party to the transfer transaction. Additionally, ICANN, the Registry Operator, a court or authority with jurisdiction over the matter or a third party dispute resolution panel may also require such information within five (5) days of the request.

The Gaining Registrar must retain, and produce pursuant to a request by a Losing Registrar, a written or electronic copy of the FOA. In instances where the Registrar of Record has requested copies of the FOA, the Gaining Registrar must fulfill the Registrar of Records request (including providing the attendant supporting documentation) within five (5) calendar days. Failure to provide this documentation within the time period specified is grounds for reversal by the Registry Operator or the Dispute Resolution Panel in the event that a transfer complaint is filed in accordance with the requirements of this policy.

If either a Registrar of Record or a Gaining Registrar does not believe that a transfer request was handled in accordance with the provisions of this policy, then the Registrar may initiate a dispute resolution procedure as set forth in Section C of this policy.

For purposes of facilitating transfer requests, Registrars should provide and maintain a unique and private email address for use only by other Registrars and the Registry:

- i. This email address is for issue related to transfer requests and the procedures set forth in this policy only.
- ii. The email address should be managed to ensure messages are received by someone who can respond to the transfer issue.
- iii. Messages received at such email address must be responded to within a commercial reasonable timeframe not to exceed seven (7) calendar days.

iv. Request, by the Registrar of Record at the time the domain was hijacked, for the urgent restoration of a hijacked domain (in conjunction with a request to initiate the TDRP)

5. EPP - based Registry Requirements for Registrars

In EPP-based gTLD Registries, Registrars must follow the requirements set forth below.

Registrars must provide the Registered Name Holder with the unique "AuthInfo" code within five (5) calendar days of the Registered Name Holder's initial request if the Registrar does not provide facilities for the Registered Name Holder to generate and manage their own unique "AuthInfo" code.

Registrars may not employ any mechanism for complying with a Registered Name Holder's request to obtain the applicable "AuthInfo Code" that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder's contact or name server information.

The Registrar of Record must not refuse to release an "AuthInfo Code" to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

Registrar-generated "AuthInfo" codes must be unique on a per-domain basis.

The "Auth-Info" codes must be used solely to identify a Registered Name Holder, whereas the FOA's still need to be used for authorization or confirmation of a transfer request, as described in Section 2 and Section 4 of this policy.

6. Registry Requirements

Upon receipt of the "transfer" command from the Gaining Registrar, Registry Operator will transmit an electronic notification to both Registrars. In the case of those Registries that use electronic mail notifications, the response notification may be sent to the unique email address established by each Registrar for the purpose of facilitating transfers.

The Registry Operator shall complete the requested transfer unless, within five (5) calendar days, Registry Operator receives a NACK protocol command from the Registrar of Record.

When the Registry's database has been updated to reflect the change to the Gaining Registrar, Registry Operator will transmit an electronic notification to both Registrars. The notification may be sent to the unique email address established by each Registrar for the purpose of facilitating transfers or such other email address agreed to by the parties.

The Registry Operator shall undo a transfer if, after a transfer has occurred, the Registry Operator receives one of the notices as set forth below. In such case, the transfer will be reversed and the domain name reset to its original state. The Registry Operator must undo the transfer within five (5) calendar days of receipt of the notice except in the case of a Registry dispute decision, in which case the Registry Operator must undo the transfer within fourteen calendar days unless a court action is filed. The notice required shall be one of the following:

- i. Agreement of the Registrar of Record and the Gaining Registrar sent by email, letter or fax that the transfer was made by mistake or was otherwise not in accordance with the procedures set forth in this policy;
- ii. The final determination of a dispute resolution body having jurisdiction over the transfer; or

iii. Order of a court having jurisdiction over the transfer.

7. Records of Registration

Each Registrar shall require its customer, the Registered Name Holder, to maintain its own records appropriate to document and prove the initial domain name registration date.

8. Effect on Term of Registration

The completion by Registry Operator of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years.

B. ICANN-Approved Transfers

Transfer of the sponsorship of all the registrations sponsored by one Registrar as the result of (i) acquisition of that Registrar or its assets by another Registrar, or (ii) lack of accreditation of that Registrar or lack of its authorization with the Registry Operator, may be made according to the following procedure:

(a) The gaining Registrar must be accredited by ICANN for the Registry TLD and must have in effect a Registry-Registrar Agreement with Registry Operator for the Registry TLD.

(b) ICANN must certify in writing to Registry Operator that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a Registrar.

Upon satisfaction of these two conditions, Registry Operator will make the necessary one-time changes in the Registry database for no charge, for transfers involving 50,000 name registrations or fewer. If the transfer involves registrations of more than 50,000 names, Registry Operator will charge the gaining Registrar a one-time flat fee of US\$ 50,000.

C. Transfer Dispute Resolution Policy

Procedures for handling disputes concerning inter-registrar transfers are set forth in the Transfer Dispute Resolution Policy. Procedures in this policy must be followed by the applicable Registry Operators and ICANN accredited Registrars.

Registrar Transfer Dispute Resolution Policy

12 July 2004

In any dispute relating to Inter-Registrar domain name transfers, Registrars are encouraged to first of all attempt to resolve the problem among the Registrars involved in the dispute. **In this case, the TDRP is limited to being a reporting and data-gathering mechanism.** In cases where this is unsuccessful and where a registrar elects to file a dispute, the following procedures apply. It is very important for Registrars to familiarize themselves with the Transfer Dispute Resolution Policy (TDRP) as described in this document before filing a dispute. Transfer dispute resolution fees can be substantial. It is critical that Registrars fully understand the fees that must be paid, which party is responsible for paying those fees and when and how those fees must be paid.

The TDRP and corresponding procedures will apply to all domain names for which transfer requests are submitted on or after the effective date of this policy.

1. Definitions

1.1 Dispute Resolution Panel

The Dispute Resolution Panel shall mean an administrative panel appointed by a Dispute Resolution Provider ("Provider") to decide a Request for Enforcement concerning a dispute under this Dispute Resolution Policy.

1.2 Dispute Resolution Provider

1.3 The Dispute Resolution Provider must be an independent and neutral third party that is neither associated nor affiliated with either Registrar involved in the dispute or the Registry Operator under which the disputed domain name is registered. ICANN shall have the authority to accredit one or more independent and neutral Dispute Resolution Providers according to criteria developed in accordance with this Dispute Resolution Policy.

1.4 FOA

Form of Authorization - The standardized form of consent that the Gaining Registrar and Registrar of Record are required to use to obtain authorization from the Registrant or Administrative Contact in order to properly process the transfer of domain name sponsorship from one Registrar to another.

1.5 Gaining Registrar

The Registrar that submitted to the Registry the request for the transfer of a domain sponsorship from the Registrar of Record.

1.6 Registrar of Record

The Registrar of Record for a domain name for which the Registry received a transfer of sponsorship request.

1.7 Registrant

The Registrant is the individual or organization that registers a specific domain name. This individual or organization holds the right to use that specific domain name for a specified period of time, provided certain conditions are met and the registration fees are paid. This person or organization is the "legal entity" bound by the terms of the relevant service agreement with the Registry operator for the TLD in question.

1.8 Registry (Registry Operator)

The organization authorized by ICANN to provide registration services for a given TLD to ICANN-accredited Registrars.

1.9 Supplemental Rules

The Supplemental Rules shall mean those rules adopted by the Registry Operator, in the case of First Level disputes (as set forth below), or the Provider administering a proceeding (in the case of all other disputes) to supplement this Policy. Supplemental Rules shall be consistent with this Dispute Resolution Policy and shall cover topics such as fees, word and page limits and guidelines, the means for communicating with the Provider, and the form of cover sheets.

1.10 Transfer Policy

The Policy on Transfer of Sponsorship of Registrations between Registrars which is in force as part of the Registry-Registrar Agreement executed between a Registrar and the Registry, as well as the Registrar Accreditation Agreement which is executed between ICANN and all ICANN- accredited registrars.

2. Dispute Resolution Process

There are two possible steps to the Registrar Transfer Dispute Resolution Process. A Registrar may elect one or both of the steps pursuant to the rules below. In the event a Registrar either files a Request for Enforcement (as described below) with a Second-Level Dispute Provider, or files an Appeal (as described below) with a Dispute Provider, it may not revert to the First-Level Registry option later for the same filing or matter presented for resolution.

2.0 Zero Level – Registrar to registrar

In any dispute relating to Inter-Registrar domain name transfers, Registrars are encouraged to first of all attempt to resolve the problem among the Registrars involved in the dispute. In this case, the TDRP is limited to being a speedy, lightweight reporting and data-gathering mechanism and Registrars merely need to report the outcome of that process. Any decisions made by registrars may be appealed either to the Registry Operator or a Dispute Resolution Provider.

2.1 First Level - Registry Operator

A Registrar may choose to file a dispute directly with the relevant Registry Operator. Any decisions made by the Registry Operator may be appealed to a Dispute Resolution Provider. A Registrar may file a dispute directly to a Dispute Resolution Provider; however, in that case the filing Registrar would forfeit any right to appeal the decision of the Dispute Resolution Provider.

2.2 Second-Level - Dispute Resolution Panel

The primary intent of this step is to provide a means for registrars to appeal decisions made by the Registry at the first level of the dispute resolution process, but it may also be used as the first step if a registrar so elects. The decision of the Dispute Resolution Panel is final, except as it may be appealed to a court of competent jurisdiction.

2.3 Statute of Limitations

A dispute must be filed no later than six (6) months after the alleged violation of the Transfer Policy. In the case where a Registrar of Record alleges that a transfer was in violation of this Policy, the date the transfer was completed shall be deemed the date in which the "alleged violation" took place. In the case where a Gaining Registrar alleges that a transfer should have taken place, the date in which the NACK (as defined below) was received by the Registry, shall be deemed the date in which the "alleged violation" took place.

3.0 Dispute Procedures at the Zero Level (Registrar to Registrar)

Record the circumstances, evidence and outcome of the dispute (as mutually resolved by the Registrars).

3. Dispute Procedures at the First Level (Registry)

3.1 Registrar files a Request for Enforcement with the applicable Registry Operator

3.1.1 Either the Gaining or Registrar of Record ("Filing Registrar") may submit a Request for Enforcement. This must be done in accordance with the Supplemental Rules adopted by the applicable Registry Operator.

3.1.2 The Request for Enforcement shall be submitted to the Registry and to the Respondent (the Non-filing Registrar) in electronic form and shall:

- (i) Request that the Request for Enforcement be submitted for decision in accordance with the Registrar Transfer and Dispute Resolution Policy and the applicable Supplemental Rules;
- (ii) Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Filing Registrar and those representatives authorized by the Filing Registrar to act on behalf of the Filing Registrar in the administrative proceeding;
- (iii) Provide the name of the Respondent and all information (including any postal and e-mail addresses and telephone and fax numbers) known to Filing Registrar regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;
- (iv) Specify the domain name(s) that is/are the subject of the Request for Enforcement;
- (v) Specify the incident(s) that gave rise to the dispute;
- (vi) Describe, in accordance with the Policy, the grounds on which the Request for Enforcement is based;
- (vii) State the specific remedy being sought (either approval or denial of the transfer);
- (viii) 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;
- (ix) Certify that a copy of the Request for Enforcement, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent; and
- (x) Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"<insert name of Filing Registrar> 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 Respondent and waives all such claims and remedies against the Registry Operator as well as its directors, officers, employees, and agents, except in the case of deliberate wrongdoing or gross negligence."

"<insert name of Filing Registrar> certifies that 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 this Policy and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."

3.1.3 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.

3.1.4 The Request for Enforcement shall 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 in accordance with Section 4 [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 as per Section __ of Exhibit __ to this Agreement;
- 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.

3.2 The Non-Filing Registrar ("Respondent") shall have seven (7) calendar days from receipt of the Request for Enforcement to prepare a Response to the Request for Enforcement ("Response").

3.2.1 The Response shall be submitted in electronic form to both the Registry and Filing Registrar and shall:

(i) Respond specifically to the statements and allegations contained in the Request for Enforcement (This portion of the response shall comply with any word or page limit set forth in the Dispute Resolution Provider's Supplemental Rules.);

(ii) Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Respondent (non-filing Registrar);

(iii) 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 Request for Enforcement;

(iv) State that a copy of the Response has been sent or transmitted to the Filing Registrar;

(v) Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of 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

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

3.2.2 At the request of the Respondent, the Registry Operator may, in exceptional cases, extend the period of time for the filing of the response, but in no case may the extension

be more than an additional five (5) calendar days. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Registry Operator.

3.2.3 If a Respondent does not submit a response, in the absence of exceptional circumstances, the Registry Operator shall decide the dispute based upon the Request for Enforcement.

3.3 Registry Operator must review all applicable documentation and compare registrant/contact data with that contained within the authoritative Whois database and reach a conclusion not later than 14 days after receipt of the Response.

3.3.1 If the data included in the Request for Enforcement does not match the data listed in the authoritative Whois, the Registry Operator must contact each Registrar and require additional documentation.

3.3.2 If the Gaining Registrar cannot provide a complete FOA with data matching that contained within the authoritative Whois database, then the Registry Operator shall find that the transfer should be reversed. In the case of a thick Registry, if the Registrar of Record's Whois is not accessible or invalid, the Registry Operator's Whois should be used. In the case of a thin Registry, if the Registrar of Record's Whois is not accessible or is invalid, the Registry Operator must notify ICANN and place the dispute on hold until such time as the specific problem is resolved by ICANN.

3.3.3 In the case where a Registrar of Record denies a request for a domain name transfer ("NACKs"), the Registrar of Record must provide evidence of one of the factors for which it is allowed to NACK. If the Registrar of Record cannot provide evidence that demonstrates any of the factors, and the Gaining Registrar provides to the Registry a complete FOA with data matching that contained within the authoritative Whois database, then the transfer must be approved to be processed.

3.3.4 If the data provided by neither Registrar appears to be conclusive, then the Registry shall issue a finding of "no decision." If the data provided to the Registry is complete and provides sufficient basis for a determination based on the Policy, the Registry may not issue a finding of "no decision." Either Registrar shall be able to appeal such issue to a Second-Level Dispute Resolution Provider in accordance with the provisions set forth below.

3.4 Fees for First-Level Dispute Resolution Service

3.4.1 There is no filing fee assessed to the Filing Registrar at the time the Request for Enforcement is submitted to the Registry Operator.

3.4.2 The Registrar that does not prevail in the dispute will be assessed a fee to be set by the Registry Operator. Such fee shall be set forth in the Registry's Supplemental Rules that are in effect at the time that the Request for Enforcement was filed.

3.4.3 This fee shall not be passed on to the Registrant.

3.4.4 This fee will be charged after a final decision is rendered by the Registry. In the case that the Registry issues a finding of "no decision," the Registry Operator shall collect the applicable fees from the Filing Registrar.

3.5 Availability of Court Proceedings

The procedures set forth above shall not prevent a Registrar from submitting a dispute to a court of competent jurisdiction for independent resolution before such an administrative proceeding is commenced or after such proceeding is concluded. If a Registry Operator decides a domain name registration should be transferred (either to the Gaining Registrar, or alternatively, back from the Gaining Registrar to the Registrar of Record), the Registry will wait fourteen (14) calendar days after it is informed of the decision before implementing that decision. The Registry will then implement the decision unless it has received during that fourteen (14) calendar day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that a lawsuit has commenced with respect to the impacted domain name(s). If such documentation is received by the Registry Operator within the fourteen (14) calendar day period, the decision will not be implemented until (i) evidence is presented to the Registry Operator that the parties have resolved such dispute; (ii) evidence is presented to the Registry Operator that the lawsuit has been dismissed or withdrawn; or (iii) the Registry Operator receives a copy of an order from such court.

4. Dispute Procedures at the Second Level with a Dispute Resolution Provider

4.1 The services of the Dispute Resolution Panel may be invoked in any of the following two situations:

(i) A Filing Registrar may elect to skip the First-Level dispute process at Registry level and submit a Request for Enforcement directly with a Dispute Resolution Provider;

(ii) The non-prevailing Registrar in a First-Level dispute proceeding may submit an appeal of the applicable Registry Operator's decision to the Dispute Resolution Provider. Additionally, in the case where the result in the First-Level dispute process is a "no-decision," either Registrar may file an Appeal of such decision to a Dispute Resolution Provider.

4.2 Initial Request for Enforcement

4.2.1 In the event that the Filing Registrar elects to submit a Request for Enforcement to the Dispute Resolution Provider in lieu of submitting a Request for Enforcement to the applicable Registry Operator, the obligations and responsibilities set forth in Sections 3.1 through 3.2 above shall apply.

4.2.2 The Dispute Resolution Panel appointed by the Dispute Resolution Provider must review all applicable documentation and compare registrant/contact data with that contained within the authoritative Whois database and reach a conclusion not later than thirty (30) days after receipt of Response from the Respondent.

(i) If the data does not match the data listed in authoritative Whois, the Dispute Resolution Panel should contact each Registrar and require additional documentation.

(ii) If the Gaining Registrar is unable to provide a complete FOA with data matching that contained within the authoritative Whois database at the time of the transfer request, then the Dispute Resolution Panel shall find that the transfer should be reversed. In the case of a thick Registry, if the Registrar of Record's Whois is not accessible or invalid, the applicable Registry Operator's Whois should be used. In the case of a thin Registry, if the Registrar of Record's Whois is not accessible or is invalid, the Dispute Resolution Provider may place the dispute on hold until such time as the problem is resolved.

(iii) In the case where a Registrar of Record NACKs a transfer, the Registrar of Record must provide evidence of one of the factors for which it is allowed to NACK as set forth in Section 3.1.4 (ii) of this Dispute Resolution Policy. If the Registrar of Record cannot provide evidence that demonstrates any of the factors, and the Gaining Registrar provides to the Dispute Resolution Provider a complete FOA with data matching that contained within the authoritative Whois database at the time of the transfer request, then the transfer should be approved.

(iv) Unlike under the First-Level dispute process, the Dispute Resolution Panel may not issue a finding of "no decision." It must weigh the applicable evidence in light of the Transfer policies and determine, based on a preponderance of the evidence, which Registrar should prevail in the dispute and what resolution to the Request for Enforcement will appropriately redress the issues set forth in the Request for Enforcement.

(v) Resolution options for the Dispute Resolution Panel are limited to the following:

a. Approve Transfer

b. Deny the Transfer (or ordering the domain name be returned to the Registrar of Record in cases where a Transfer has already occurred)

4.3 Appeal of First Level Dispute Decision or Registry Operator Finding of "No-Decision."

4.3.1 In the event that the Registrar which does not prevail in the First-Level dispute is dissatisfied by the Registry-Operator's decision, such Registrar may file an appeal with a Dispute Resolution Provider, provided that such appeal is filed no later than fourteen (14) calendar days after the date on which the First-Level decision was issued.

4.3.2 In the event that the Registry Operator issues a finding of "no-decision" in accordance with Section 3.3.4 above, either Registrar may file an appeal of such decision with a Dispute Resolution Provider, provided that such appeal is filed no later than fourteen (14) calendar days after the date on which the First-Level decision was issued.

4.3.3 In either case, the document submitted by the Registrar to the Dispute Resolution Provider shall be referred to as an "Appeal."

4.3.4 The Appellant shall submit the Appeal in electronic form and shall:

(i) Request that the Appeal 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 Appellant and of any representative authorized by the Appellant to act on behalf of the Appellant in the administrative proceeding;

(iii) Provide the name of the Appellee and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Appellee regarding how to contact Appellee or any representative of Appellee, including contact information based on pre-Request for Enforcement and pre-Appeal dealings;

(iv) Specify the domain name(s) that is/are the subject of the Appeal;

(v) Specify the incident(s) which gave rise to the dispute;

(vi) State the basis for such appeal, including specific responses to the findings of the Registry Operator in the First-Level Dispute process. (This portion of the response shall comply with any word or page limit set forth in the Dispute Resolution Provider's Supplemental Rules);

(vii) Specify, in accordance with the Policy, the remedies sought;

(viii) Identify any other related legal proceedings known to the Appellant 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;

(ix) State that a copy of the Appeal, together with the cover sheet as prescribed by the Dispute Resolution Provider's Supplemental Rules, has been sent or transmitted to the Appellee; and

(x) Conclude with the following statement followed by the signature of the Appellant or its authorized representative:

"Appellant 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 Appellee and

waives all such claims and remedies against the Dispute Resolution Provider and the Registry Operator as well as their directors, officers, employees, and agents, except in the case of deliberate wrongdoing or gross negligence."

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

4.3.5 The Appeal may relate to more than one domain name, provided that the domain names involve the same decision issued by the Registry Operator for the First-Level Dispute.

4.3.6 The Appeal shall annex any documentary evidence that was not already submitted to the Registry Operator during the First-Level Dispute.

4.3.7 A Dispute Resolution Provider must request all documentation relating to the First-Level Dispute from the applicable Registry Operator no later than seven (7) calendar days of receipt of the appeal. The Registry Operator shall submit such documentation to the Dispute Resolution Provider within seven (7) days of such request.

4.3.8 The Dispute Resolution Panel must review all applicable documentation and reach a conclusion not later than 30 calendar days after receipt of the Appeal.

(i) The Dispute Resolution Panel may submit questions to the Registry, the Appellant or Appellee.

(ii) Responses to all such questions must be received by the Dispute Resolution Panel within 7 days.

(iii) The Dispute Resolution Panel shall review each Appeal on a De Novo basis. Although the Dispute Resolution Panel is not bound by the findings of the Registry Operator in an Appeal, it shall have the discretion to consider such findings in reaching its own conclusions. The purpose of the Dispute Resolution Panel should be to make a determination as to whether the Appeal has merit based solely on the requirements of the current Transfer policy and determine the appropriate resolution to the issues presented.

(iv) The Remedies ordered by the Dispute Resolution Panel shall be limited to:

- Approval of a Transfer
- Denial of the Transfer (or ordering the domain name be returned to the Registrar of Record in cases where a Transfer has already occurred)

4.4 Fees for Second-Level Dispute Resolution Service

4.4.1 In the case of either a Request for Enforcement or an Appeal filed at the Second Level, the applicable Dispute Resolution Provider shall determine the applicable filing fee ("Filing Fee"). The specific fees along with the terms and conditions governing the actual payment of such fees shall be included in the Dispute Resolution Provider's Supplemental Rules.

4.4.2 In the event that the Filing Registrar or Appellant, whichever applicable, does not prevail in a Second-Level dispute, the Filing Fees shall be retained by the Dispute Resolution Provider.

4.4.3 In the event that the Filing Registrar or Appellant, whichever applicable, prevails in a Second-Level dispute, the Respondent or Appellee, whichever applicable, must submit to the Dispute Resolution Provider, the Filing Fees within fourteen (14) calendar days after such decision. In such an event, the Dispute Resolution Provider shall refund to the Filing Registrar or Appellant, whichever applicable, the Filing Fees, no later than fourteen (14) calendar days after it receives the Filing Fees from the Respondent or Appellee. Such fees must be paid regardless of whether a Court Proceeding is commenced in accordance with Section 4.5 below. Failure to pay Filing Fees to the Dispute Resolution Provider may result in the loss of accreditation by ICANN.

4.5 Availability of Court Proceedings

The procedures set forth above shall not prevent a Registrar from submitting a dispute to a court of competent jurisdiction for independent resolution before such administrative proceeding is commenced or after such proceeding is concluded. If a Dispute Resolution Panel decides a domain name registration should be transferred (either to the Gaining Registrar, or alternatively, back from the Gaining Registrar to the Registrar of Record), such Registrar will wait fourteen (14) calendar days after it is informed of the decision before implementing that decision. The Registry will then implement the decision unless it has received from either of the parties to the dispute during that fourteen (14) calendar day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that a lawsuit has commenced with respect to the impacted domain name(s). If such documentation is received by the Registry, as applicable, within the fourteen (14) calendar day period, the decision will not be implemented until (i) evidence is presented that the parties have resolved such dispute; (ii) evidence is presented that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing the lawsuit or ordering certain actions with respect to the domain name.