

**Post-Expiration Domain Name Recovery
Survey Results – 10 March 2010**

1. Name & Affiliation	
#	Response
1	Michele Neylon, Registrar (Blacknight) (MN)
2	James Bladel, GoDaddy.com / Registrar / GNSO (JB)
3	Jeffrey Eckhaus, Registrar (JE)
4	Tatiana Khramtsova, RU-Center (TK)
5	Cheryl Langdon-Orr, ALAC (CLO)
6	Alan Greenberg, ALAC, Otherwise not affiliated (AG)
7	Berry Cobb, CBUC (BC)
8	Glenn McKnight, NARALO (GM)
9	Mikey O'Connor, CBUC (MO)
10	Paul Diaz, Network Solutions (PD)
11	Mason Cole, Registrar Stakeholder Group (MC)
12	Mike Rodenbaugh, Rodenbaugh Law (MR)
13	Matt Serlin, MarkMonitor (MS)
14	Sivasubramanian Muthusamy, ISOC India Chennai (SM)
15	Ron Wickersham, NCUC volunteer alembic, inc. employment (RW)

Whether adequate opportunity exists for registrants to redeem their expired domain names

3. Should there be a right for the RAE to recover his/her domain name registration following expiration for a certain amount of time?			
Yes		14	93%
No	PD	1	7%
No strong view either way		0	0%
Total		15	100%

4. Additional comments

#	Response
1	It needs to be clearly limited (MN)
3	Yes, this right should exist, balanced by the responsibility to ensure that expiration dates have meaning. (JB)
4	As there are different reasons of not renewal it is necessary to provide extra time for domain name renewal. (TK)
5	Although "right" is a pretty interesting word -- I'm open to debate. (MO)
6	For a certain period of time, the RAE should have the inalienable right to renew his/her domain name. (SM)
7	i selected yes, although i don't believe that a specific "right" needs to be declared in view of the recovery period already in place which implies a "right". a "right" without a mechanism would be hollow, so the mechanism is the important aspect. (RW)

5. If you answered 'yes' to question 3: What should this minimum timeframe be during which the RAE has the right to recover the domain name registration?

10 days	MN, JE, MS	3	23%
20 days	CLO, GM	2	15%
40 days	BC, MO, RW	3	23%
Other, please specify	TK, AG, MC, MR, SM	6	38%
Total		15	100%

5. If you answered 'yes' to question 3: What should this minimum timeframe be during which the RAE has the right to recover the domain name registration?

#	Response
1	30 (TK)
2	45 (AG)
3	This should beat the discretion of the registrar providing the service. However, 20 days is a fair interval. (MC)
4	90 days (MR)
5	90 days at normal renewal fee + 180 days at a higher recovery fee + 90 days for resolution in case of a dispute, through a mechanism such as UDRP. (SM)

6. Additional Comments

#	Response
1	As Redemption period. (TK)
2	The time limit should under no conditions be less that 30 days. (AG)
3	> than 1 month should be sufficient time for anyone on extended vacation, etc...Mostly looking for consistency within the market that all users can expect. (BC)
4	40 days seems to be roughly what's going on now -- judging from the registrar-poll info. (MO)
5	Other than contracting parties' desire to remonetize domains as quickly as possible, particularly by capitalizing on residual traffic, there is no reason to rush previously registered domains out to the open market. (MR)
6	Loss of a domain name is as damaging as the loss of a well circulated telephone number. To some extent it amounts to a loss of identity. It is important that the Registrant gets sufficient time to renew the domain name. To ensure that the Registrant is reminded are sufficiently warned about the expiry of his/her domain name sufficient notices have to be sent. Notices or back up notices from the Registrar even for domain names registered through resellers would also be technically feasible. All that is required is for the Registrar to 'capture' and store the Registrant's contact information and store it in his database against the domain name registered and the date of registration. Again, a simple email program may be set to trigger email notices to the Registrant on predetermined dates, perhaps with a copy to the Reseller through whom the domain name was registered. This would fill up the infrastructural and other inadequacies of small and very small resellers who may not have systems in place to follow such procedures. (SM)
7	should be longer than 30 days, 40 is a good suggestion. if communication were broken with the registrant near the end of the registration period and this is the reason for non-timely renewal, the RAE may have gone on vacation/holiday or had family emergency and not be aware that the domain had expired. and while i didn't check the other, i would also support 60 days as a not-unreasonable period after expiration for the RAE to recover. (RW)

7. Should information on where to find the cost for recovery after expiration be clearly defined in the registration agreement?			
Yes	JB, TK, CLO, AG, BC, GM, MO, PD, MR	9	60%
No		0	0%
No strong view either way	JE, MS, RW	3	20%
Other, please specify	MN, MC, SM	3	20%
Total		15	100%

7. Other, please specify

#	Response
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|---|--|
| 1 | Not sure if it fits in the "agreement" - easily findable on site would be more suitable (MN) |
| 2 | Registry recovery fees should be specified. (MC) |
| 3 | This information should be prominently visible to the Registrant at the time of domain name registration - on the domain registration page. (SM) |

8. Additional Comments

#	Response
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|---|---|
| 1 | These information should be exactly specified at the documents which RAE accept (TK) |
| 2 | Many market participants list this adequately. I the concern here is that all market participants adhere to it. (BC) |
| 3 | it should also be prominently disclosed during registration checkout (MR) |
| 4 | Information about the cost of recovery should be prominently included as part of the communication sent to the Registrant by the Registrar / Reseller at the time of domain registration / renewal (in-time). Specifying it in the Registration Agreement would not be sufficient, it amounts to reducing this essential information to fine print. For a comfortable period (12- 18 weeks) the RAE should be allowed to renew the domain without additional fee. After that period additional fee may be charged to the RAE to recover the domain name. If the Recovery process is different (Why?) from that of the automated Create, Transfer, Renew process and if it requires human involvement, then the cost of this process is bound to be a little higher, so the Registries are likely to charge a higher fee which gets passed on to the Registrants. But what gets passed on to the Registrant is disproportional to the additional costs that the Registries might incur. The difference in price post-recovery is difficult on most Registrants. Irrespective of whether it is caused by the Reseller, Registrar, Registry or even ICANN, such a difference in price is harsh on the Registrant. In many cases this difference in fee acts as a deterrent for those who have missed the deadline to renew the names. (SM) |
| 5 | because it is acceptable for registration agreements to have clauses stating that the terms can be changed without notice, careful reading of the registration agreement by a prospective purchaser (since we have to be careful not to say owner) doesn't have much real meaning. why should agreements between ICANN and registrars be fixed until they expire, yet for end-users their agreement offers no protection? while registering a domain for ten years could be longer than reasonable for keeping the terms unchanged, i think one year is reasonable. (RW) |

9. Should the Redemption Grace Policy be adopted as a consensus policy for gTLD Registries?

Yes	TK, AG, BC, GM, MO, MS, SM	7	47%
No	JE, PD, MC	3	20%
No strong view either way	JB, CLO, MR, RW	4	27%
Other, please specify	MN	1	7%
Total		15	100%

9. Other, please specify

#	Response
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1	They might argue that it already has been - the question is more to do with the billing side of it so might need to be rephrased (MN)
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10. Additional Comments

#	Response
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1	I respect competitive differentiation. However, the inconsistencies do not allow for predictability by consumer. (BC)
2	I lack much information about its usefulness to date. (MR)
3	Redemption Grace Policy needs to be a consensus policy not only by gTLD Registries but also by ccTLD registries, and percolate down without dilution to the Registrars and Resellers. It would be slipshod to restrict these measures to gTLDs on the grounds that the ccTLDs are autonomous. ICANN may have to work on getting the ccTLDs also to agree to minimum established criteria to be followed Post Recovery. ccTLD Registries may be more independent than gTLDs, but it is the responsibility of ICANN to enforce (or at least facilitate) good business practices across the domain name industry. (SM)
4	while i thought i was familiar with the terms (however confusing) around expiration, and have read all the registration agreements since InterNIC issued domains, (with the terms being changed by the simple statement that my continued use of a registered domain name constituted agreement with the changed terms, if i disagreed with the changed terms my only recourse was to discontinue use of the domain), i am not clear on what Redemption Grace Policy stated in the question means. (RW)

11. Should registrars be required to offer the Redemption Grace Policy for registries that offer it?

Yes	MN, TK, CLO, AG, BC, GM, MO, MR, MS	9	60%
No	JB, JE, PD, MC	4	27%
No strong view either way	RW	1	7%
Other, please specify	SM	1	7%
Total		15	100%

11. Other

#	Response
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1	The question is unclear.
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12. Additional Comments

#	Response
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1	Instead of spending time on this it would make more sense to do two things: 1 - Push compliance actions against registrars who do not act in anyone's best interest 2 - Encourage ICANN + registrars to educate end users about domain renewals (MN)
2	The RGP is a tool for registrars upon which they can build their service model. While it may be useful or essential for retail registrars, it may not be appropriate for all business models. (JB)
3	We should provide all possibilities (TK)
4	Perhaps there needs to be an exemption under some clearly stated circumstances, but none that apply come to mind. In such case, the registry should be required to offer it directly if no registrar transfer is allowed. (AG)
5	otherwise it seemingly would be very confusing to registrants. (MR)
6	If what is implied is a notion that Registrars be absolved of the commitment to offer an RGP in cases where the Registries themselves have offered an RGP, then my response is Yes. Unless the Registrars under a Registry commit to the RGP set forth by the Registry, the RGP by the Registry would be meaningless in most cases. The RGP of the Registry needs to be followed by the Registrars and their Resellers. Also, every registry is to be expected to offer a Redemption Grace Policy which should include the core RGP clauses specified for adoption across the domain business spectrum around the world between gTLDs and ccTLDs. Email functionality post-expiry, during the redemption grace period is a very important issue to be attended to. If there is a perception of a technical problem in continuing email service for a domain post-expiry, a solution can come from the Technical Community or from an ICANN assigned technical task group. Upon expiry the domain name ceases to point to its erstwhile web-host and gets set to point to the Registrar's

servers to a PPC ad page or to a page that says that the domain has expired/is available. If that redirection can technically happen, it should also be possible to redirect the mail to the mail accounts of the expired domain to the Registrar's mail servers. It might cost the Registrar to maintain a marginally additional server infrastructure to temporarily 'host' email, but the Registrar could do this for 90 or 180 days, with a limited mail space allocation per domain. When the Registrant reclaims or recovers his expired domain, the Registrar can charge the Registrant an affordable fee for the email redirection and hosting provided until renewal. Even if half the Registrants choose not to renew the domain name or to reclaim their email, the cost foregone can be factored into charges to those registrants who choose to recover their domain names and email messages. This would require a legal frame work by which a prior approval is taken from the Registrant to transfer mail traffic on expiry. Or, all email traffic or all expired domain names could be redirected to a central storage point. Or a company like Google may be interested, as a variation of its 'Gmail for Business' <http://www.google.com/apps/intl/en/business/gmail.html> A Business Domain name is the name of the business, brand name or some imaginative phrase which by use becomes familiar among customers and associates, so the business domain name is an asset for that business entity that opted to register the domain name. A personal domain name is often the name of the person who registers the domain name or an imaginative string which the Registrant comes up with. Except for machine generated auto-suggestions, the Registrar does not play any role in the selection of domain names, whether it is registered by a commercial establishment or by an individual. So, in a sense, from an intellectual property point of view, domain names are intellectual properties of the registrants, which are also assets in a business context. What gives a Registrar the right to consider the intellectual property of a domain name as part of his silage upon expiry? A Registrar has nothing to do with the domain name, except provide the service of registration for a fee. A registrant opts to register a domain name from a certain Registrar instead of another due to reasons of convenience or cost or no reasons, and by choosing a certain Registrar, the Registrant does no (SM)

7 while i think it should be a requirement, this would impose uniformity, and there is no consensus, indeed hostility, for any requirement that imposes uniformity, the consensus appears to be that matters of this type are expected to differ from registrar to registrar as part of their competitive differentiation and innovation. (RW)

Whether expiration-related provisions in typical registration agreements are clear and conspicuous enough

13. Are you of the opinion that expiration related provisions in typical registration agreements are clear and conspicuous enough? (i.e. are you of the opinion that registrants understands and are able to find renewal and expiration related information easily?)			
Yes	JE, PD, MS, MC	4	27%
No	AG, GM, MO, MR, SM	5	33%
No strong view either way	JB, TK, BC	3	20%
Other, please specify	MN, CLO, RW	3	20%
Total		15	100%

13. Other, please specify

#	Response
1	Not sure if agreements is the key here at all (MN)
2	They may be ABLE to find it if they try but they probably don't know they should look (CLO)
3	this question was discussed during meetings and has the difficulty of defining "typical" (RW)

14. Additional Comments

#	Response
1	I can only speak to the registration agreement for my company, which clearly specifies both the terms and pricing for these provisions. (JB)
2	I think the paranthetical of this question does not match the actual question and is impossible to answer. How are we supposed to answer if a registrants understand? I can only answer if I understand (JE)
3	Given that ICANN professional policy staff have found trouble identifying some provisions, to expect a novice to do so (even a well intentioned and diligent novice) is beyond belief. (AG)
4	Some market participants do a good job and many do not. Lets start with compliance that all market participants include this within registrations agreements, and then we can work on "plain sight, plain language disclosure" (BC)
5	I think they may be conspicuous enough, but the language is pretty tough to interpret in many cases (MO)
6	Registrants who take time to read the registration agreement have more than ample information on which to base expectations and decisions. (MC)
7	far from it! (MR)
8	Registrants need to understand they have some responsibility in this process and part of that is ensuring they understand how a company they choose to do business with operates. (MS)
9	(Additional comments pertaining to Question 13 were included as part of the response to Question 12) (SM)
10	agree with those who say that this question is impossible to answer. at the same time, believe that most registrants are not informed by the process of registering a domain (even though with considerable work they have an "opportunity" to gain deeper understanding). (RW)

15. What measures could or should be taken to facilitate understanding of expiration related provisions by registrants?

#	Response
1	make them more prominent / findable (MN)
2	Have registrants take responsibility for their actions and not over regulate an issue that does not need it (JE)
3	Education has been raised, and it is a reasonable answer to address some of the issues - perhaps in the form of a tutorial and "wizard" to identify problems (following Mikey's flowchart model). But that can only address part of the problem. REgistrars have no problem saying with assurance that they will take the registrants money and tell the registry to put the domain in the zone file. They need to be just as capable of doing the other tasks associated with domain registration, and (within reasonable limits) state them clearly and commit to them. (AG)

4	Education....some sort of ICANN sponsored videos that easily explain the process. Market participants link to this education. (BC)
5	A more transparent process needs to be in place to inform clients of the the process and risks (GM)
6	-- "plain language" versions of language -- "just in time education" delivered at the time of purchase, and perhaps refreshed on an annual basis, that lays out the process (me, I likes pictures and process diagrams) (MO)
7	Registrants who take time to read the registration agreement have more than ample information on which to base expectations and decisions. (MC)
8	prominent disclosure at time of checkout, and in the registration agreement (MR)
9	I think an FAQ document that addressed it with a description of the "life-cycle" of a domain on its management would be valuable. (MS)
10	(as stated in the response to Q12) The agreements need to warn the Registrants in an understandable language what they are conceding to the Registrars. (SM)
11	often, perhaps even "typically", the registrant is presented with a check box to agree to with only a link to an almost opaque agreement filled with legaleze. a better understanding would be with an outline in plain language (and i realize that defining plain language has its own difficulties) which explains the provisions of the agreement, with links to the specific legaleze of the individual portions of the agreement. a monolithic document is extremely difficult to comprehend, and since different registrars present the terms in different orders, comparing one with another is beyond what can be expected from a "typical" registrant. further, if the "uniformity", or if a more appropriate term can be selected, of core provisions of registration contracts or agreements were to be imposed, then, say the first ten provisions would be the same for all registrars, yet leave innovative registrars the opportunity to add additional creative terms for competitive advantage. (RW)

16. What role is there for ICANN in this process?

#	Response
1	Advisory. ICANN should *suggest* best practice in a lot of areas - it currently doesn't (MN)
2	None (JE)
3	ICANN must include provision in the RAA to ensure that this happens, not only with the "honorable" registrars, but with all. (AG)
4	Sponsor market education. (BC)
5	Provide guidance and a moral compass (GM)
6	I'd prefer that market participants addressed this on their own. But data-collection and complaints-processing is a key role for ICANN. From that information can flow better policy and operational decisions. (MO)
7	If there is clearly demonstrable evidence of an escalating pattern of harm that impacts a registrant's ability to properly oversee and renew a domain name, ICANN should consider whether regulation is warranted. If not, ICANN should adhere to its core principles, including development of a competitive marketplace. (MC)
8	regulatory role as the party ultimately responsible for managing the DNS, and particularly domain registrations. (MR)
9	I think to the point above, ICANN can assist with the education process with registrants. If nothing else that to inform registrants that if they do not renew their domain names, they will most likely lose them through a variety of means (either the name gets deleted, the registrar resells it, etc, etc...).

	(MS)
10	These agreements are more like "generic agreements". Signing the agreement is an essential step in the ordering process on which the next step in the ordering process depends. Most of these agreements take advantage of the fact that few users read these agreements. ICANN needs to look into the clauses of a typical Registrar's agreement with the Registrant, pay attention to the clauses for which a Registrant's signature is taken. ICANN may have come with a minimum set of pro-Registrant clauses (as a minimal template) to be adopted by all Registrars, over which each Registrar may add their own clauses. (SM)
11	since ICANN drafts contract provisions with registries, it would be consistent for ICANN to require registries to have base provisions of end-user agreements the same for a registrant regardless of the registrar or reseller they choose to pay for the registration. (RW)

17. Do you feel that ICANN should put in place rules that such clarity is required for all registration agreements?			
Yes	CLO, GM, MR	3	30%
No	JE, MS, MN	3	30%
No strong view either way	JB, BC, PD	3	30%
Other, please specify	MC	1	10%
Total		10	100%

17. Other, please specify

#	Response
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1 The question is vague. See 18 below. (MC)

18. Additional Comments

#	Response
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1	Agreements aren't the problem - the registrar website probably is (MN)
2	How is ICANN going to determine what is "clarity" (JE)
3	If the question is whether or not ICANN should mandate a standard of clarity for contract language, no -- this is impractical given the differences in contract laws state-to-state and country to country. (MC)
4	while i answered other, i feel that ICANN should require clarity in agreements and sufficient uniformity such that ICANN would be able to have a page that would inform registrants how to proceed for different problems they may have with a registered domain or recently (for some definition of recent) expired domain. (RW)

Whether adequate notice exists to alert registrants of upcoming expirations

19. Are you of the opinion that adequate notice exists to alert registrants of upcoming expirations?			
Yes	MN, JB, JE, BC, PD, MS, MC	7	47%
No	AG, GM, MO, SM	4	27%
No strong view either way	CLO	1	7%
Other, please specify	TK, MR, RW	3	20%
Total		15	100%

19. Other, please specify

#	Response
1	Most well known Registrar make such notifications (TK)
2	sometimes yes, many times no... (MR)
3	notice from registrars is good, resellers may be less good, and "notice" if that notice is obtained from whois is often inadequate or confusing. (RW)

20. Additional Comments

#	Response
1	I can only speak for registrars I have dealt with (MN)
2	Again, speaking from the experience of GoDaddy.com, and other registrar accounts that I maintain for personal use, the notices go well beyond "adequate," and in to the realm of "annoying." (JB)
3	Only if ALL market participants make an effort to alert the registrant. Most do, but some do not. (BC)
4	We've discussed the desirability of multiple *kinds* of notification to overcome the "lost registrant" problem. Fax? Automated phone-calls? Postal mail? Some registrars do this today. I think the existing minimum *schedule* of notifications is adequate -- the problem lies in assuring that the registrant actually *receives* the notices. At least for me. (MO)
5	depends on the registrar... (MR)
6	so far as i'm aware, registrars are doing an excellent job of informing registrants of their domains that are approaching expiration, and communicate in clear language in e-mails to notify a registrant. but because a domain may be registered for multiple years, the registrant may allow contact information to become stale, so that even the best intentions of a registrar's automation for notifying registrants fails, and the domain is unintentionally (from the

registrant's perspective) allowed to expire. then the whois notificaion of status is not currently adequate and could be improved. (RW)

21. The current provisions in the RAA only make reference of a second notice – “3.7.5 At the conclusion of the registration period, failure by or on behalf of the Registered Name Holder to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).” Is this provision sufficiently clear?

Yes	MN, CLO, PD, MS, MC	5	33%
No	JB, JE, TK, AG, BC, GM, MO, MR, SM	9	60%
No strong view either way		0	0%
Other, please specify	RW	1	7%
Total		15	100%

21. Other, please specify

#	Response
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1 not very clear especially with regard to extenuating circumstances (RW)

22. Additional Comments

#	Response
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1	Irony in question-writing is much appreciated by this participant. :-)
2	Unclear because it does not specify the "first notice." Perhaps this language could change to clearly define the number & timeliness of expiration notices, but allowing for registrars to exceed these minimums. (JB)
3	This is easy to clarify. Just do it (JE)
4	I recommend more clear and simple language spelling out the grace period. (MO)
5	I think this works for an expert, but terms like "auto-renew grace period" need just-in-time clarification for the occasional user (MO)
6	If the question is: Does this clearly enough warn the registrant of the potential of not having the name after expiration?, then the answer is clearly yes. (MC)
7	what is the form/format of notice; what are the extenuating circs; why can Registrar choose to cancel earlier?! (MR)

23. Is a minimum of two notices sufficient?			
Yes	MN, JE, TK, BC, MO, PD, MS, MC	8	53%
No	AG, MO, MR, SM	4	27%
No strong view either way	JB, CLO	2	13%
Other, please specify	RW	1	7%
Total		15	100%

23. Other, please specify

#	Response
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1	as was pointed out in meetings, two notices that would conform, sent within the last 5 minutes of term, would not be deemed sufficient by most registrants (RW)
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24. Additional Comments

#	Response
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1	Most registrars send more in my own experience (MN)
2	Two *successful* notices seems like an adequate minimum to me. (MO)
3	Registrants must be appropriate stewards for their own names, just as they are for other assets of importance. Registrars make good faith attempts to contact registrants because, contrary to some opinion in this WG, registrars would rather have a customer renew a name than sell the name and lose a customer. The customer relationship is far more valuable. Registrants can reasonably have the expectation that the registrar will provide notice of upcoming expiration, provided accurate contact information is provided. Our registrar sends 17 total notices prior to and immediately after expiration. (MC)
4	at least three, via two different mechanisms, ought to be required (MR)
5	so far as i am aware, fortunately all registrars do give more than two notices, and space them out reasonably ahead of expiration. (RW)

25. If you answered 'no' to question 23: What additional notices prior to or at expiration should be given?

#	Response
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1	The RAA should require a minimum number of notices (>2) spread out over a reasonable time period prior to and at expiration. (AG)
2	30 days (GM)

3	an attempt via phone (MR)
4	At least three reminders for renewal prior to expiry at optimal timing and optimal intervals (SM)
5	i suggest that it would be better if the RAA required registrars and their resellers to provide notice at least a 30 days, 5 days, and last day. it wouldn't be necessary to impose "uniformity" since this would be a minimum requirement. (RW)

26. Are notices post-expiration required? If yes, please specify details.			
Yes	JB, CLO, AG, BC, GM, MO, MR, SM	8	57%
No	JE, PD, MC	3	21%
No strong view either way	MS	1	7%
Other, please specify	MN, RW	2	14%
Total		14	100%

26. Other, please specify.

#	Response
1	don't think they're required, but I like them as a concept (MN)
2	often ineffective due to deletion of DNS delegation (RW)

27. Additional Comments (specify details)

#	Response
1	"required" vs "a good idea" (MN)
2	-If- there is agreement that the RAE has recovery options post-expiry, then these should be clearly communicated to the RAE. (JB)
3	The registrant signs up for a term and pays for that term. Once that term is over they are no longer owed notifications. (JE)
4	several notices over the period during which the domain is still recoverable. If the domain is deleted (and thus enters RGP), a notice must be sent at that time as well. (AG)
5	With a consistent ARGP & RGP, sufficient time to notify RAE exists. (BC)
6	I think so -- if for no other reason than to keep the registrant informed of the status of their domain. (MO)
7	It is a courtesy by the registrar to do so. (MR)

8	I don't want to say required, but I would strongly encourage registrars to send a post-expiration notice informing the registrant that the name is no longer theirs due to failure to renew. (MS)
9	The average Registrant is NOT an organized establishment with an in-house team of systematic domain administration and legal executives. The largest proportion of domain Registrants are either individuals or small businesses that are not to be expected to be organized and systematic. The Registrars have to devise systems most suited to unsystematic and relatively careless customers. (SM)
10	post-expiration is when last resort "notice" is thru whois, and the opportunity for improvement exists as answered above. (RW)

28. Should further details be provided on when / how these notices are sent? If yes, what further details would facilitate transparency and information, while at the same time not restricting registrars from taking additional measures to alert registrants.			
Yes	JB, TK, CLO, AG, GM, MR, SM, RW	8	53%
No	MN, JE, PD, MS	4	27%
No strong view either way	BC, MO	2	13%
Other, please specify	MC	1	7%
Total		15	100%

29. Additional Comments (specify details)

#	Response
1	Once again, assuming registrars are permitted to exceed any minimum ICANN requirements. (JB)
2	This will not solve registrar apathy. Just provide more work for registrars (JE)
3	We need substantive discussion on this IMO (CLO)
4	As noted above, there should be a reasonable (but more than now) number of notices. I believe that wording can be crafted to ensure reasonable coverage while not limiting registrars that want to do more. (AG)
5	I'm in the "we need more data" camp here. I would love to know where the post-expiry process is failing (if at all) and *then* evaluate solutions. (MO)
6	Sorry, the question is unclear. If the question is whether or not the community should inform registrars on how and when to provide notices, no. There is no evidence of a lack of capability in the current system to provide adequate notice. (MC)
7	any detail at all... ought to be consistently required. registrars can always do more than is required! (MR)
8	ICANN or the Registrar Constituency may come up with a minimum number of notices to be sent, for e.g, three prior to expiry, five during the auto-renewal / redemption period and two post-expiry. ICANN / Registrar Constituency may come up with a minimal template for these notices. All this would not restrict Registrars with very good business practices from taking additional measures to alert Registrants including reminders by snail mail or

telephone. (SM)
9) if the question is should further details be provided within the RAA then yes, as answered above. (RW)

30. Should additional measures be implemented to ensure that registrants are aware that if their contact information is not up to date, they most likely will not receive notices / reminders? If 'yes', what kind of measures should be explored?			
Yes	MN, JB, CLO, AG, GM, MO, MR, SM	8	53%
No	JE, MS	2	13%
No strong view either way	BC, PD, RW	3	20%
Other, please specify	TK, MC	2	13%
Total		15	100%

30. Other, please specify

#	Response
1	It is difficult to check the availability of information (TK)
2	

31. Additional Comments (if yes, what kind of measures)

#	Response
1	Education (as mentioned in a previous comment) (MN)
2	ICANN / At-Large outreach & education assistance is required here. Registrations should avoid self-referential contact information (eg, the contact email for "example.com" is "something@example.com") Also, the WDRP language could emphasize that failure to maintain current contact information in whois could result in immediate loss of the name, -or- loss upon expiry. (JB)
3	There is already an ICANN process under whois data reminder. Why add another? (JE)
4	Information up front at contract time AND in the renewal notices sent might help (CLO)
5	This needs more thought. (AG)
6	Not sure what we can do here....if RAE fails to update, what can be done? Each time they login in to domain account a reminder prompts the user to update info? (BC)
7	This is another opportunity to try other forms of notification (fax, phone, postal mail) and institute some form of acknowledgment from the registrant.

	Again, I'm on the fence and would like to see more data before describing solutions. (MO)
8	This could be added to the registration agreement. Or suggested as a best practice for inclusion in a welcome email to registrants. (MC)
9	prominent disclosure at the time of checkout and in the registration agreement (MR)
10	Again, I think registrants need to have a certain level of responsibility in ensuring their data is up to date so they can receive information from a company they are receiving services from. (MS)
11	test mail messages once every 90 days Soft warning pop-ups on the websites of domain names with incorrect contact information (such as the soft pop-up gmail prompt that appears on the logged in page of users with secondary gmail accounts, to confirm if the secondary email account is to owned by the same account holder) phone call to ask the Registrant to correct the email address, or email message to ask the Registrant to correct the phone number, etc. (SM)
12	while i could wish that additional measures could be found, if the contact information is not up to date, i don't see how (within reasonable requirements being imposed) this is possible. looking forward to see if anyone comes up with an innovative approach to the problem. (RW)

32. Are there any other measures that should be taken to improve the probability of notices being received by registrants?

#	Response
1	No. Most registrars do what they can within their own power. (MN)
2	(1) Recommend that we define the Billing Contact as the entity which, along with the Registrant, should receive these. (2) Also, Registrar accounts can notify (via conspicuous language) of impending expirations in their control website. While I don't believe this should be mandated by ICANN policy, this best practice would drive renewal sales. (JB)
3	Registrants should take responsibility for their actions or lack of action. (JE)
4	At the very least, registrars should only accept whois data that includes at least one contact with an address other than the domain in question. They should also be required to issue a warning for any contact addresses that use the domain in question (both at initial registration and when whois data is changed. Registrant should be advised to include at least one FAX number, and registrars should issue notifications to that contact address(es) as well. SMS contact should be considered. (AG)
5	Twitter alerts (GM)
6	Here again, some kind of data-gathering would be REALLY helpful. Interesting questions: 1) what proportion of current-registrants are "unreachable" (for all the reasons we've described)? 2) Of those unreachable registrants, how many of them care or will be harmed if they lose their domain as a result of being unreachable? My answers vary if the percentages are in the .05% range or the 20% range. (MO)
7	ICANN (not the registrar) could send an annual postal mail reminder to keep contact info current. (PD)
8	at least two mechanisms for contact must be attempted (i.e. both email and phone, or email and letter) MR)
9	Not in my mind no. (MS)
10	There could be additional columns in the contact info such as alternate email addresses, Instant message contact information, Blog URLs, alternate phone numbers and even an Alternate Contact's contact info. Also, Registrars may include "Hosting Contact" as another contact apart from technical and

	administrative contacts for a domain name during registration. This would be information related to the hosting service, if different from the Registrar. The hosting service may have more upto date contact information for the domain registrant. (SM)
11	while DNS delegation offers (and may even require) two or more name servers, so far as i'm aware, there is no mechanism in whois for alternate e-mail/phone/fax/postal address for contacts. when there are separate admin, billing, and tech contacts for a domain this offers some alternates, but when all contacts are the same person, or all three have the same phone, fax, postal address and e-mail domain, then even this alternate fails. so offering multiple handle contact info would make the notification process more robust, just as it does with name servers for DNS (RW)

33. Should Whois status messages related to expiration be clarified / changed to avoid confusion over when a domain name registration expires / has been renewed (by the registry)?			
Yes	MN, JB, TK, CLO, AG, BC, GM, MO, MR, SM, RW	11	73%
No	JE, MC, MS	3	20%
No strong view either way	PD	1	7%
Other, please specify		0	0%
Total		15	100%

34. Additional Comments

#	Response
1	It is NOT clear to normal human beings when a domain is in a "renewal period". It is NOT that hard technically to make this sort of change, though it would involve some work from registry operators Registry operators make changes to things all the time when it suits them, so this sort of thing should be done, as it suits everyone else (MN)
2	I recognize the confusion, but struggle with how to do this. From the Ry perspective, any name within the ARGP is a paid renewal, unless/until they are told otherwise by the registrar. Perhaps an "ARGP Flag" could be used to indicate when a registration is in this grace period. (JB)
3	The registrants that do not update their information or renew are not the people who will look at whois status to determine what is happening. (JE)
4	This was not one of the issues that was considered when the Issues Report was requested, but since that time, it has become apparent that it is a major source of confusion. (AG)
5	This is a big change, and much more research is required as to how this could be implemented. (BC)
6	Would require EPP changes; must ensure no "unintended consequences" arise from any protocol changes. (PD)
7	The whois contact information should either be that of the Registrant or that of the Registry which gets back ALL expired domain names upon expiry. The

	Registrar's or Reseller's contact information should never be considered a substitute for the Registrant's contact information during the redemption period. (SM)
8	the biggest problem facing registrants is when renewal unintentionally does not occur timely, and the greatest opportunity to remove confusion is in the Whois. the lack of uniformity between TLD's in this regard (with respect to registry auto-renew) and the confusion with respect to thick/thin Whois can be cleared up. this is not trivial, and but uniformity of these policies and "plain" understandable language of "expiration date" that a stressed registrant with an unintentionally expired domain is possible and is a worthy goal for deliberation within PEDNR (RW)

Whether additional measures need to be implemented to indicate that once a domain name enters the Auto-Renew Grace Period, it has expired (e.g., hold status, a notice on the site with a link to information on how to renew, or other options to be determined)

35. Should additional measures be implemented to indicate that once a domain name registration enters the Auto-Renew Grace Period, it has expired?			
Yes	MN, TK, CLO, AG, BC, GM, MO, MR, SM	9	60%
No	JE, MC, RW	3	20%
No strong view either way	JB, PD, MS	3	20%
Other, please specify		0	0%
Total		15	100%

36. Additional Comments

#	Response
1	Most registrars do this already (MN)
2	It should be left up to the Registrar (JE)
3	Yes. Although this could just fall into the "just in time education" bucket. (MO)
4	it is very confusing to call it a 'grace period' if the name has already expired (MR)
5	I think this point requires further discussion so am I not prepared to comment one way or they other at this time. (MS)
6	The indication can be that the 'domain renewal is pending' (SM)
7	so long as the domain "breaks" then that breakage of expected functionality causes the registrant to investigate, and troubleshoot the problem or request additional help if they are not qualified to solve the problem. (RW)

37. If you answered 'yes' to question 35: What additional measures should be implemented (e.g. hold status, a notice on the site with a link to information on how to renew, or other options to be determined)?			
#	Response		
1	Something clear, but whois flag would be helpful (MN)		
2	Status and a link to information on how to renew (TK)		
3	Again needs full discussion but the Hold status or link to renew makes sense to me...(CLO)		
4	At the very least, for web traffic, the address should resolve to a page that makes it VERY clear what actions the registrant must take to renew the domain. (AG)		
5	Point to a site with info on how to renew. Not a parked page, but only a site on how to renew. (BC)		
6	I think we're pretty close to agreement that services (web, email, etc.) should all fail. Notices on the web page that's served would be great -- another opportunity for "just in time education". Clear status messages would be another good thing. (MO)		
7	both of these suggestions make sense, plus prominent disclosure in the registration agreement, and a change in terminology to be more clear about what this 'grace period' is. (MR)		
8	hold status, a notice on the site with a link to information on how to renew, and other options to be determined - everything posted in a manner that does not embarrass the Registrant. (SM)		

38. As a subset of question 35, should the domain be allowed to resolve (directly or indirectly) to the original IP address after expiration?			
Yes	GM, MR, SM	3	20%
No	MN, JE, AG, BC, MO	5	36%
No strong view either way	TK, CLO, PD, MS	4	29%
Other, please specify	JB, MC, RW	2	14%
Total		14	100%

38. Other, please specify

#	Response		
1	No, because this is often the most effective means of getting the attention of the registrant that their attention & action is required. (JB)		
2	At the discretion of the registrar. At expiration, in effect, services to the registrant are legally concluded. (MC)		
3	a domain does not resolve, only hosts resolve. (RW)		

39. If you answered 'yes' to the previous question: For how long should the domain be allowed to resolve to the original IP address?

#	Response
1	< 5 days (PD)
2	at least ten days, up to 30 days before domain is returned to market, at which time it should go dark so registrant has one last best chance to preserve the name (MR)
3	The domain is recommended to be open for renewal for 90 days at normal renewal fee + 180 days at a higher recovery fee + 90 days for resolution in case of a dispute, through a mechanism such as UDRP. For the first 90 days the domain may be allowed to resolve to the original IP address. (SM)
4	i didn't answer yes, and i don't think that DNS should continue to function for all hosts (including the A record for blank host) for any period of time since the expected functionality is both for the domain to work while registered, and not continue to "work" when expired. in fact, i would go further, that a registrant would not be notified if the the registrar kept the domain name working until the Post-Expiration Grace Period Expires. therefore it would be in the public interest to have all "grace" periods start at the time/date the domain breaks, not when it expires. (RW)

40. What should happen to e-mail addressed to an e-mail address in an expired domain (eg. user@expiredomain.com)?

Attempt to have it delivered to original mailbox	MR	1	7%
Deliver it to some other location specified by the RAE	TK, CLO, BC, GM, SM	5	36%
Discard it	JE, AG	2	14%
Bounce it	MN, PD, MC, MS	4	29%
Other, please specify	MO, RW	2	14%
Total		14	100%

40. Other, please specify

#	Response
1	Don't provide email service at all (MO)
2	do not resolve, and if bounce means that an MTA returns an error, then that is the expected result of an expired domain. (RW)

41. Additional Comments

#	Response
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1	Email costs money to supply, so why a registrar would want to take any extra responsibility or cost in this area is beyond me. In any case if the email keeps working the registrant won't realise that the domain has expired (MN)
2	The way this question is currently written, it really depends upon the email protocol and/or the feature set of the email handling program. (JB)
3	This is way too complicated a process as the email provider can easily be another provider than the domain provider. (JE)
4	Under not conditions should e-mail be viewable by someone else other than the registrant. If a registrar wants to go to extra pains, they could hold such mail pending renewal BY THE RAE ONLY. But implementation would be difficult. (AG)
5	Every attempt should be made to have a secondary email address in cases where email accounts are match that of the domain registration. (BC)
6	All of the choices imply that there's an email server receiving the traffic. I would support the position that email is simply another service that should stop on expiration. (MO)
7	Once the domain expires, I can't imagine how one could expect mail to continue to be delivered... (MS)
8	Various possible solutions exist for Registrars to extend continued email functionality. As stated in response to Q12, Extended email functionality is a very important issue to be attended to. If there is a perception of a technical problem in continuing email service for a domain post-expiry, a solution can come from the Technical Community or from an ICANN assigned technical task group. Upon expiry the domain name ceases to point to its erstwhile web-host and gets set to point to the Registrar's servers to a PPC ad page or to a page that says that the domain has expired/is available. If that redirection can technically happen, it should also be possible to redirect the mail to the mail accounts of the expired domain to the Registrar's mail servers. It might cost the Registrar to maintain a marginally additional server infrastructure to temporarily 'host' email, but the Registrar could do this for 90 or 180 days, with a limited mail space allocation per domain. When the Registrant reclaims or recovers his expired domain, the Registrar can charge the Registrant an affordable fee for the email redirection and hosting provided until renewal. Even if half the Registrants choose not to renew the domain name or to reclaim their email, the cost foregone can be factored into charges to those registrants who choose to recover their domain names and email messages. This would require a legal frame work by which a prior approval is taken from the Registrant to transfer mail traffic on expiry. Or, all email traffic or all expired domain names could be redirected to a central storage point. Or a company like Google may be interested, as a variation of its 'Gmail for Business' http://www.google.com/apps/intl/en/business/gmail.html (SM)
9	most often the registrant's awareness of expiration is non-functionality of incoming e-mail. to remove this "notice" would mean delay in getting the registration renewed, and increase the risk that all grace periods would expire, thus trying to be more helpful really jeopardizes the interests of the registrant. (RW)

42. Do we need to specify what happens to non-web, non-e-mail services post expiration (i.e. should ICANN specify what happens to ALL IP ports, or just those specific to web and e-mail services)?

Yes	AG, GM, MR, SM	4	27%
No	MN, JE, PD, MC, MS	5	33%
No strong view either way	TK, CLO, BC	3	20%
Other, please specify	JB, MO, RW	3	20%
Total		15	100%

42. Other, please specify

#	Response
1	
2	Yes -- all services should stop (MO)
3	registration and DNS has nothing whatsoever to do with port 80, 25. (RW)

43. Additional Comments

#	Response
1	It's outside our remit. Domain expires. DNS changes to registrar's way of handling domain post-expiry. Other services will cease functioning, but since we can't possibly know what they all are there's no point going down that rabbit hole (MN)
2	While not being overly prescriptive as to what happens to the DNS record upon expiry, I would reiterate that website resolution failure is the most effective way to reach registrants who have ignored / disregarded expiration notices. And for those RAE whose intention was to allow the name to expire, how are registrars to know the difference? (JB)
3	the vast majority of people have no clue about IP ports (MR)
4	Email would be the top priority followed by web functionality. A sub-committee could examine if there are any widely used essential non-web, non-email services and examine if it is technically feasible to extend those services post expiry. (SM)

Whether to allow the transfer of a domain name during the RGP?

44. Should a transfer of a domain name during the RGP be allowed?			
Yes	AG, MR, SM	3	21%
No	MN, JB, JE, TK, CLO, GM, PD, MS	8	57%
No strong view either way	BC, MO, RW	3	21%
Other, please specify		0	0%
Total		14	100%

45. Additional Comments

#	Response
1	The only exception is for a transfer that had started pre-expiry ie. the 5 day period included time post-expiry (MN)
2	Feel strongly that IRTP and RGP are confusion operations that can be exploited by hijackers or others looking to assume names. Combining them in to a single operation would likely create unanticipated security vulnerabilities (JB)
3	There is adequate time for transfers during the term of the domain and the post expiration period. (JE)
4	A nicety, but only REQUIRED if registrars are allowed to not offer the RGP after deletion. (AG)
5	Transfer of the domain name during the RGP should be the privilege of the RAE. (SM)

46. Should a transfer of a domain name registration during the Auto-Renew Grace Period be allowed (without a requirement to renew the registration first before being able to transfer it)?			
Yes	JB, TK, CLO, AG, MR, SM	6	43%
No	MN, GM, MS	3	21%
No strong view either way	BC, MO, PD, RW	4	29%
Other, please specify	JE	1	7%
Total		14	100%

46. Should a transfer of a domain name registration during the Auto-Renew Grace Period be allowed (without a requirement to renew the registration first before being able to transfer it)?

#	Response		
1	It is allowed now (JE)		

47. Additional Comments

#	Response		
1	The only exception is for a transfer that had started pre-expiry ie. the 5 day period included time post-expiry (MN)		
2	Yes, and I believe it already is allowed. (JB)		
3	My understanding is that this is a current requirement. We have received mixed information on whether registrars understand this and are willing to implement it. (AG)		
4	If allowed, should only be within the first few days (< 5) of expiration; otherwise registrants will game the system and try to maximize "free" registration time (PD)		
5	As stated in response to Q45 Transfer of the domain name during the RGP should be the privilege of the RAE. (SM)		

Should this survey (with suitable changes to make it understandable) be distributed to:

48. Other WGs working on similar topics (RAA, IRTP)?			
Yes	TK, CLO, AG, BC, GM, MO, MC, MR, SM	9	60%
No	MN, JE, PD	3	20%
No strong view either way	JB, MS, RW	3	20%
Other, please specify		0	0%
Total		15	100%

49. Additional Comments

#	Response		
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1	Some of the questions are almost impossible to answer, while others are "leading" (MN)
2	How will distribution help? The results of this survey only show what 15 people think (JE)
3	the more input, the better (MR)
4	It is imperative to obtain balanced opinions in order to come up with fair solutions. That would be possible only if topics such as RAA, IRTP and PEDNR are opened up for discussions by those outside the realm of the beneficiaries of the ensuing policy. ICANN needs to look beyond the predominant participation of the respective business constituencies and their Lawyers and include users and non-partisan experts. (SM)

50. Additional Communities (e.g. BC, NCSG, AT-Large, Registrars)			
Yes	TK, CLO, AG, BC, GM, MO, MR, SM	8	53%
No	MN, JE, PD, MC, MS	5	33%
No strong view either way	JB, RW	2	13%
Other, please specify		0	0%
Total		15	100%

51. Additional Comments

#	Response
1	Ditto (MR)
2	NCSG and at-Large constituencies have to have a larger presence in business related working groups. A task such as this ought to have the participation of Registrants in addition to Registrars, should include Registries and consumer groups as also members of civil society who are outsiders to the business of domain names. This would be possible if ICANN reaches out to the Consumer Groups, other Civil Society Groups, regional organizations with a specific focus such as the Council of Europe, working groups of the Internet Governance Forum and various other Civil Society groups. (SM)