

Post-Expiration Domain Name Recovery – Survey Results

In order to assess the views of the WG members and determine where there might be agreement or consensus on a possible approach forward, a survey was conducted amongst the WG membership. This section describes the outcome of the survey, starting with those areas where there was broad agreement and ending with those where there were different views on the way forward. In addition, for each survey question, the potential options resulting from the responses to the survey and the subsequent discussion by the WG are discussed below. Further details on the survey and responses can be found [include link].

Comment: In final document, probably better to organize by subject.

Note: in order to quantify the support for each option, a poll will be carried out so that the level of support can be quantified in the report (unanimous consensus, rough consensus, strong support, no consensus, minority viewpoint).

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1. **Should the RAE have the ability to recover his/her domain name registration following expiration for a certain amount of time?** (Linked to Charter Question 1)

Issue: Although most registrars do provide the RAE the opportunity to recover the expired domain name registration following expiration, there is no obligation to do so. This question asks whether the RAE should have this ability with every registrar, at least for a certain amount of time.

Response: There was unanimous consensus that the RAE should have the ability to recover his/her domain name registration following expiration for at least a certain amount of time. The WG then discussed how this outcome could be translated into a recommendation and whether a change in the current policy would be required.

Options:

- a) Change the Expired Domain Deletion Policy (EDDP) so that it incorporates the ability for every RAE to recover his/her domain name following expiration for at least a certain amount of time.
- b) Adopt a best practice recommendation that encourages registrars to provide the opportunity for every RAE to recover his/her domain name following expiration for at least a certain amount of time.

Comment: Current thinking is that once we have the options completed, we take a WG poll and report those results instead of the details of the original survey. This will eliminate the at times confusing results due to poorly worded questions.

2. What should this minimum timeframe be during which the RAE has the ability to recover the domain name registration? (Linked to Charter Question 1)

Issue: Currently the timeframe during which the RAE can recover his/her domain name registration varies widely. Linked to the previous question, this question aims to assess what the minimum timeframe across all registrars should be during which the RAE has the ability to recover his/her domain name registration following expiration.

Response: Responses varied between less than 20 days (22%), 20 – 30 days (36%), 31 - 45 days (29%), ,90 days (7%) and 360 days (7%). After capping the answers at 45 days, which is the maximum current registry-registrar auto-renew grace period, the average number of days was 29 days. [Further discussion required to decide what would be an acceptable minimum as a consensus position]

Options:

- a) Change the Expired Domain Deletion Policy (EDDP) so that it incorporates the minimum timeframe during which the RAE has the ability to recover the domain name registration.
- b) Adopt a best practice recommendation that encourages registrars to provide the opportunity for every RAE to recover his/her domain name following expiration for at least X number of days.

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3. 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? (Linked to Charter Question 3)

Issue: The current display of Whois information is confusing as upon auto-renewal by the registry, the expiration date displayed will be one year from the actual expiration date, while the registrant actually has not paid for the renewal (yet). Upon viewing this information, the registrant might think that the domain name registration has been renewed.

Response: There was rough consensus (73%) that Whois status messages related to expiration should be clarified. A small minority (20%) did not believe Whois status messages need to be clarified.

Options: a) Recommend that Whois status messages related to expiration be clarified to avoid confusion over when a domain name registration expires through a change to the Expired Domain Deletion Policy.

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4. Should information on where to find the cost for recovery after expiration be in the registration agreement? (Linked to Charter Question 1)

Issue: There is currently no requirement for where / how information on the cost for recovery after expiration can be found. Some registrars include this information in their registration agreement, others post it on their web-site. This question asks whether there should be a predictable location (the registration agreement) where registrants are able to find this information or the location of this information? The current RAA does specify "3.7.5.6 If Registrar operates a website for domain registration or renewal, it should state, both at the time of registration and in a clear place on its website, any fee charged for the recovery of a domain name during the Redemption Grace Period."

Response: There was strong support (60%) to require that information on where to find the cost for recovery after expiration is included in the registration agreement. There was no disagreement with this position, but 20% that did not have a strong view either way and 20% that provided additional comments and suggestions.

Options:

- a) Modify the Expired Domain Deletion Policy (EDDP) so that information on where to find the cost for recovery after expiration is included in the registration agreement.
- b) Modify the Whois Data Reminder Policy (WDRP) to include information on renewal and expiration policies, including the cost for recovery after expiration
- c) Modify the EDDP to include that If Registrar operates a website for domain name registration or renewal, details of Registrar's cost for recovery after expiration must be clearly displayed on the website.

Note: these options are not mutual exclusive and could be considered individually or in combination.

5. Should additional measures be implemented to indicate that once a domain name registration enters the Auto-Renew Grace Period, it has expired? (Linked to Charter Question 4)

Issue: Although many registrars do use additional measures to indicate a domain name registration enters the Auto-Renew Grace Period, such as a notice on the web-site, there are no required measures or best practices on what should happen once a domain name registration enters the Auto-Renew Grace Period.

Response: There was strong support (60%) for implementing additional measures, a small minority (20%) that did not support additional measures and a small minority (20%) that did not have a strong view either way.

Options: *Further discussion required on which additional measures should be proposed and whether these should be mandatory or optional. Alternatively, the WG could ask the ICANN community which measures it thinks should be implemented.*

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6. 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?

(Linked to Charter Question 3)

Issue: As noted in the question, the relevant RAA provision only makes reference to a second notice, which by implication seems to mean that there has to be a first notice which is not specifically mentioned. There is no directive as to when the notices should be sent, other than the implication that they be sent at some time prior to expiration. However, many registrars do provide multiple notices before and after expiration. (Note, question 10 addresses the issue of timing of notices).

Response: There was strong support (67%) for the view that this provision is not sufficiently clear, 33% is of the view that this provision is sufficiently clear.

Options:

- a) Revise the language in provision 3.7.5 or elsewhere in the RAA to clarify this provision in relation to the number of notices that are required to be sent.
- b) Maintain status quo - keep the language of the RAA as is with no explicit mention of a requirement to send pre-expiration notices.

7. Are notices post-expiration required? (Linked to Charter Question 3)

Issue: Although many registrars do send notices post-expiration, there is no requirement to do so. There was some question in the mind of some WG members whether a registrar has any responsibilities to take such actions after expiration as the contract with the registrant has expired. In addition, some pointed out the technical challenges of communication post-expiration.

Response: There was a small majority (57%) in support of requiring post-expiration notices, a small minority (21%) did not think post-expiration should be required, 14% had another view, and 7% did not have a strong view either way.

Options:

- a) Modify the EDDP to require post-expiration notices, if auto-renew grace period / RGP is offered (further details to be discussed – how many / when)
- b) Recommend the sending of post-expiration notices as a best practice
- c) If option 1a is supported, modify the EDDP to require one (?) post-expiration notice that highlights that the RAE has the ability to recover his or her domain name registration for x number of days.

8. Should a transfer of a domain name during the RGP be allowed? (Linked to Charter Question 5) (Please note link with Question 9 and 13)

Issue: Currently a transfer of a domain name registration during the RGP is not allowed.

Response: There was a small majority (57%) in favor of not allowing a transfer of a domain name registration during the RGP, a small minority (21%) held the view that the transfer during RGP should be allowed and a small minority (21%) had no strong view either way. There was some concern raised that a transfer during RGP could increase the possibility of domain name hijacking.

Options:

- a) Recommend that a transfer of a domain name registration during RGP should not be allowed (ie. The status quo)
- b) Recommend that a transfer of a domain name registration during RGP should be allowed

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9. Should registrars be required to offer the Redemption Grace Policy for registries that offer it? (Linked to Charter Question 1)

Issue: Although most registrars offer the Redemption Grace Policy (RGP) for registries that offer it, there is no obligation to do so.

Response: There was a small majority (53%) in support of requiring registrars to offer the RGP for registries that offer it, 34% disagreed, 7% had no strong view either way, and 7% had a different view. One WG member believed that offering the RGP should be mandatory if a domain name registration is deleted immediately after expiration (i.e. no opportunity exists to recover it).

Options:

- a) Require registrars to offer the Redemption Grace Policy by adopting it as a consensus policy.
- b) Maintain status quo – registrars can choose to offer the RGP for registries that offer it.

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10. 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? (Linked to Charter Question 3)

Comment: This is an example of where re-ordering by subject would make things clearer – “these” refers to the notices in question 6.

Issue: Provision 3.7.5. does not provide any details as to when / how pre-expiration notices are sent. Should further details be provided with a view to provide predictability for registrants?

Response: A small majority (53%) agreed that further details should be provided, a small minority (27%) disagreed, 13% had no strong view either way and 7% held a different view.

Options:

- a) Recommend further details on when / how notices are sent to be included in provision 3.7.5 or elsewhere in the RAA (further discussion required on what further details should be included. A suggested starting point (not yet discussed) could be that the 1st notice must be sent no later than 28 days prior to expiration, and that the 2nd (or a subsequent) notice be sent no later than 5 days prior to expiration)
- b) Maintain status quo – no changes required to the RAA.

11. Is a minimum of two notices sufficient? (Linked to Charter Question 3)

Issue: Provision 3.7.5. currently requires two notices to be sent prior to expiration. In practice, some registrars send more than two notices. Is the requirement for at least two notices sufficient?

Response: A small majority (53%) agreed that a minimum of two notices is sufficient, 27% is of the opinion that two notices is not sufficient, 13% has no strong view either way and 7% held another view.

Options:

- a) Maintain status quo – no changes required to the RAA. in relation to the minimum number of notices required to be sent prior to expiration.
- b) Recommend changes to the RAA. in relation to the minimum number of notices required to be sent prior to expiration (further discussion required on what the minimum number of notices should be, and how a notice is defined).

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12. 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? (Linked to Charter Question 3)

Issue: If registrants contact information is not up to date or otherwise not functional, pre- and post-expiration notices will not be received. It is the responsibility of a registrant to ensure that their contact information is up to date with the registrar so that notices and reminders are being received.

Response: A small majority (53%) agreed that additional measures should be implemented, a small minority (20%) had no strong view either way, a small minority (13%) was of the opinion that no further measures are needed, while 13% held a different view. Some suggestions made in response to the question 'are there any other measures that should be taken to improve the probability of notices being received by registrants' included:

- Define the billing contact as the entity which, along with the registrant, should receive these notices
- Registrar accounts can notify of impending expirations in their control website
- Registrars should only accept Whois data that includes at least one contact with an address other than the domain in question.
- Registrars should 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
- SMS contact should be considered
- Twitter alerts
- At least two mechanisms for contact must be attempted (i.e. both email and phone, or email and letter)
- There could be additional columns in the contact info such as an alternate email address, instant message contact information, blog URLs, alternate phone numbers and even an alternate contact's contact info.

- Registrars may include a 'hosting contact' as another contact apart from technical and administrative contacts for a domain name during registration
- Offering multiple handle contact info would make the notification process more robust, just as it does with name servers for DNS

Options:

- a) Recommend the implementation of additional measures to ensure that registrants are aware that if their contact information is not up to date, they most likely will not receive notices / reminders. (Further discussion needed to define what such additional measures could be. Issue of registrars spamming registrants is a consideration).
- b) Recommend that no additional measures are needed.

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

(Linked to Charter Question 1)

Issue: Although most (all?) current gTLD registries offer the Redemption Grace Policy, there is no obligation to offer the RGP. As part of the new gTLD process, new gTLDs will emerge that will have no obligation to offer the Redemption Grace Policy.

Comment: AG: on checking my records, the RGP may only have originally been discussed with respect to unsponsored gTLDs. I am checking with my RGP historian. Currently all except .name and .pro offer the service.

Response: 47% of respondents agreed that the RGP should be adopted as a consensus policy for gTLD registries, 27% had no strong view either way, 20% disagreed, and 7% had a different view.

Options: a) Recommend the adoption of the RGP as a consensus policy for gTLD registries.

b) Maintain status quo – leave RGP as an option gTLD registries may offer

14. Are you of the opinion that adequate notice exists to alert registrants of upcoming expirations? (Linked to Charter Question 3)

Issue: Taking into account the requirements under the EDDP and the practice of registrars, is there adequate notice to alert registrants of upcoming expirations.

Response: 47% agreed that there is adequate notice, 27% disagreed, 20% held a different view and 7% had no strong view either way.

- Options:**
- a) Maintain status quo – no additional measures to give notice of upcoming expiration needed.
 - b) Recommend the implementation of additional measures to give notice of upcoming expirations (further discussion needed on which additional measures)
 - c) Recommend additional measures to give notice of upcoming expirations as a best practice (further discussion needed on which additional measures)

Comment: Note that the response to this question is somewhat at odds with that to question 12.

15. 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)? (Linked to Charter Question 5)

Issue: The transfer of a domain name registration during the Auto-Renew Grace Period is allowed by most (?) registrars, but many require the registrant to renew the registration before being able to transfer it. Should the transfer of a domain name be allowed without the requirement to renew it first?

Response: 43% agreed that a transfer of a domain name registration during the Auto-Renew Grace Period should be allowed without a requirement to renew the registration first before being able to transfer it, 29% had no strong view either way, 21% disagreed and 7% had a different view.

Options:

- a) Recommend that a transfer of a domain name registration during the Auto-Renew Grace Period should be allowed without a requirement to renew the registration first before being able to transfer it [*Recommended change to EDDP or IRTP?*]
- b) Recommend clarification / advisory that a transfer of a domain name registration during the Auto-Renew Grace Period should be allowed without a requirement to renew the registration first before being able to transfer it
- c) Status quo – no change recommended to current practice

Comment: <http://www.icann.org/en/announcements/advisory-03apr08.htm> makes it clear that a registrar cannot deny a request for transfer post expiration. We are checking with Compliance how they interpret the situation of a registrant not being able to request a transfer because they no longer have access to the domain through their registrar services or because the WHOIS data has been changed to indicate that they are no longer the registrant.

16. As a specific example of question 5, should the domain be allowed to resolve (directly or indirectly) to the original IP address after expiration? (Linked to Charter Question 4)

Issue: Currently there is no guidance or requirement as to whether this should be allowed or not. Some argue that allowing the domain name to resolve does not alert the registrant that the domain name registration has expired, while others argue that not allowing it to resolve would have the potential to disturb commercial practices and/or communication. It seems that in practice, within a short period of time after expiration, a large percentage of expired domains no longer resolve to the original IP address.

Response: 36% is of the opinion that the domain should not be allowed to resolve to the original IP address after expiration, 29% had no strong view either way, 20% is of the opinion that a domain name should be allowed to resolve to the original IP address after expiration, 14% had a different view.

Options:

- a) Recommend that domains should not be allowed to resolve (directly or indirectly) to the original IP after expiration within a specific time period after expiration (further discussion on whether this should be a requirement or a best practice)
- b) Maintain status quo - domains are allowed to resolve (directly or indirectly) to the original IP after expiration

Comment: AG: 36% was 5 of 14 responses. My notes indicate that during discussion of this question, several people changed their answer. As well, the comments and "other" answers map to a "no" answer, with a final count of 9 respondents saying it should not resolve either immediately or at some point during the expiration process.

17. What should happen to e-mail addressed to an e-mail address in an expired domain (eg. user@expireddomain.com) (Linked to Charter Question 4)

Issue: Currently there is no requirement or standard practice on what should happen with e-mail addressed to an e-mail address in an expired domain. Some argue that if e-mail is delivered as usual, the registrant might not be aware that the domain name registration has expired particularly for domains that are used exclusively for e-mail.

Response: 36% is of the opinion that the e-mail should be delivered to some other location specified by the RAE, 29% is of the view that the e-mail should be bounced, 14% supports discarding the e-mail, 14% has a different view and 7% supports attempting to have it delivered to the original mailbox. However, some pointed out that there are significant technical limits here and that the survey may have given options that are not practical or possible to implement.

Options:

- a) Recommend that as a best practice e-mail addressed to an e-mail address in an expired domain is [to be further discussed].
- b) Maintain status quo – leave it at the discretion of the registrar to decide what happens with e-mail addressed to an e-mail address in an expired domain.

18. 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?)

(Linked to Charter Question 2)

Issue: Although the EDDP requires renewal and expiration related information to be clearly displayed, there is no definition of what ‘clearly’ means. In addition, some have argued that provisions in registration agreements are not clear and easily understandable.

Response: 33% is of the opinion that expiration related provisions are not clear and conspicuous enough, 27% is of the opinion that these are clear and conspicuous enough, 20% has no strong view either way and 20% has a different view.

Options:

- a) Recommend enhanced information and education in relation to renewal and expiration related provisions (further discussion required on what such information and education would entail).
- b) Maintain status quo – leave it at the discretion of registrars to ensure that such information is clear and conspicuous.

19. Do you feel that ICANN should put in place rules that such clarity (in relation to question 18) is required for all registration agreements? (Linked to Charter Question 2)

Issue: Currently there are no rules or guidelines on how / what information needs to be included in registration agreements in relation to renewal and expiration related provisions.

Response: 30% is of the opinion that ICANN should put in place rules that such clarity is required for all registration agreements, 30% has the view that ICANN should not put rules in place, 30% has no strong view either way and 10% has a different view.

Options:

- a) Recommend ICANN to put in place rules that such clarity is required for all registration agreements (further discussion needed on what 'such clarity' means).
- b) Maintain status quo – no need for ICANN to put rules in place.

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20. 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)? (Linked to Charter Question 4)

Comment: AG: This question was poorly worded. The intent was to ask whether such services should continue to work or not.

Issue: Currently there are no requirements or recommendations as to what should happen to non-web, non e-mail services post expiration. Therefore, other services could either continue to work, or could stop, depending on how the registrar alters the DNS after expiration.

Response: 33% is of the opinion that there is no need to specify what happens to non-web, non e-mail services post expiration, 27% has the view that this should be specified, 20% has a different view, and 20% has no strong view either way.

Options:

- a) Maintain status quo – no need for any specification.
- b) Recommend specifying what happens to non-web, non e-mail services post expiration (further discussion needed on what should be specified and how).