

DRAFT SUMMARY OF REGISTRANT RIGHTS AND RESPONSIBILITIES
(21 July 2009)

This draft summary of rights and responsibilities of registrants in gTLDs is prepared by ICANN Staff at the request of the joint work team established by the GNSO and the ALAC. The summary is a compilation of contractual terms and excerpts from consensus policies that reference the obligations of registrars and registrants of gTLD domain names. These obligations arise out of several documents, including (i) the terms of the Registrar Accreditation Agreement (RAA), as amended in May 2009 <<http://www.icann.org/en/registrars/agreements.html>>, (ii) the Registration Agreement between a registrar and the registrant, and (iii) ICANN consensus policies applicable to Registrars <<http://www.icann.org/en/general/consensus-policies.htm>>.

Registrants are not third-party beneficiaries to the Registrar Accreditation Agreement, but the RAA sets forth expected obligations for business dealings between registrars and registrants. This summary does not amend or modify the terms of the documents described below, does not by itself create any rights or obligations, and is not to be construed as legal advice to registrars or registrants. The terms of the original documents should be referenced to understand the specific scope and limitations of the provisions described below.

This document is a first draft by staff at attempting to summarize the available "rights and responsibilities" of registrants in order to support the work of the GNSO and ALAC. Comments and suggested edits are welcome.

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Obligations of Registrars to ICANN under RAA	RAA Section	RAA Text
Updates to Name Server Data within five (5) business days	3.2.2	Within five (5) business days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2 (IP Address of nameserver), 3.1.2.3 (corresponding name of the nameservers), and 3.2.1.6 (any other data required by the Registry) for any Registered Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by the Registry Operator.
Free, public access to WHOIS	3.3.1	At its expense, Registrar shall provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for each TLD in which it is accredited
Prompt updates to WHOIS Data	3.3.2	Upon receiving any updates to the data elements listed in Subsections 3.3.1.2 (name servers), 3.3.1.3 (registrar identity), and 3.3.1.5 through 3.3.1.8 (expiration date, registrant contact data, administrative contact data and technical contact data) from the Registered Name Holder, Registrar shall promptly update its database used to provide the public access described in Subsection 3.3.1.
Limitations on using WHOIS for mass, unsolicited commercial advertising or solicitations	3.3.4	Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.
Escrow of Registrant data	3.6	During the Term of this Agreement, on a schedule, under the terms, and in the format specified by ICANN, Registrar shall submit an electronic copy of the database described in Subsection 3.4.1 to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party.

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<p>Notice of Deletion and Auto-Renewal Policy</p>	<p>3.7.5.4</p>	<p>Registrar shall provide notice to each new registrant describing the details of their deletion and auto-renewal policy including the expected time at which a non-renewed domain name would be deleted relative to the domain's expiration date, or a date range not to exceed ten (10) days in length. If a registrar makes any material changes to its deletion policy during the period of the registration agreement, it must make at least the same effort to inform the registrant of the changes as it would to inform the registrant of other material changes to the registration agreement (as defined in clause 3.7.7 of the registrars accreditation agreement).</p>
<p>Notice of Deletion and Auto-Renewal Policies on Registrar's website</p>	<p>3.7.5.5</p>	<p>If Registrar operates a website for domain name registration or renewal, details of Registrar's deletion and auto-renewal policies must be clearly displayed on the website</p>
<p>Notice of Fees charged during Redemption Grace Period</p>	<p>3.7.5.6</p>	<p>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.</p>
<p>Reseller to identify sponsoring registrar upon request</p>	<p>3.12.3</p>	<p>Reseller shall identify the sponsoring registrar upon inquiry from the customer. (Note: this provision is new to the May 2009 form of the RAA.)</p>
<p>Registrant's contact data held by privacy or proxy registration services offered by Reseller to be escrowed or notice of-non-escrow by Reseller required</p>	<p>3.12.4</p>	<p>Reseller shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by reseller in connection with each registration will be deposited with Registrar or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. (Note: this provision is new to the May 2009 form of the RAA.)</p>
<p>Right to receive certain notices and terms required by the RAA, Consensus Policies from Resellers</p>	<p>3.12.6</p>	<p>Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service. (Note: this provision is new to the May 2009 form of the RAA.)</p>

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Notice of Registrant Rights and Responsibilities	3.15	In the event that ICANN gives reasonable notice to Registrar that ICANN has published a webpage that identifies available registrant rights and responsibilities, and the content of such webpage is developed in consultation with registrars, Registrar shall provide a link to the webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN Consensus Policies. (Note: this provision is new to the May 2009 form of the RAA.)
Notice of accurate Registrar contact data	3.16	Registrar shall provide on its web site its accurate contact details including a valid email and mailing address. (Note: this provision is new to the May 2009 form of the RAA.)
Annual Reminder of WHOIS with opportunity to correct inaccuracies	WDRP	At least annually, a registrar must present to the registrant the Whois data elements as contained in the registrar's database, and remind the registrant that provision of false Whois information can be grounds for cancellation of their domain name registration. Registrants must review their Whois data, and make any corrections.
Right to transfer domain name registration among registrars	Transfer Policy	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.
Rights arising out of Registrant's Registration Agreement with Registrar	RAA Section	
Notice of intended use of Personal Data	3.7.7.4	Registrar shall provide notice to each new or renewed Registered Name Holder stating:
	3.7.7.4.1	The purposes for which any Personal Data collected from the applicant are intended;

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	3.7.7.4.2	The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);
	3.7.7.4.3	Which data are obligatory and which data, if any, are voluntary; and
	3.7.7.4.4	How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.
Registrant's Personal Data not to be processed in a manner incompatible with stated purposes	3.7.7.7	Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Subsection 3.7.7.4 above.
Registrar to take precautions to protect Registrant's Personal Data	3.7.7.8	Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
Registrant Responsibilities	RAA Section	
Payment of Registration Fee	3.7.4	Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder upon activation of the registration.
Timely consent to renew or registration may be cancelled	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).

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<p>Consent to Terms of Registration Agreement</p>	<p>3.7.7</p>	<p>Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the following provisions (except for domains registered by the Registrar for the purpose of conducting its Registrar Services where the Registrar is also the Registered Name Holder, in which case the Registrar shall submit to the following provisions and shall be responsible to ICANN for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and ICANN policies established according to this Agreement) ...</p>
<p>Provide accurate and reliable contact details and update such details during registration term</p>	<p>3.7.7.1</p>	<p>The Registered Name Holder shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.</p>
<p>Respond to inquiry from a Registrar concerning accuracy of contact details within 15 calendar days</p>	<p>3.7.7.2</p>	<p>A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for cancellation of the Registered Name registration.</p>
<p>For registrants that license use of a domain to a third party, provide own full contact details, and promptly disclose identity of licensee or accept liability for harm caused by wrongful use of domain</p>	<p>3.7.7.3</p>	<p>Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.</p>

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Consent to Data Processing	3.7.7.5	The Registered Name Holder shall consent to the data processing referred to in subsection 3.7.7.4
Represent that notice has been given and consent has been obtained for any third-party personal data	3.7.7.6	The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.
Represent that neither the registration nor the use of a domain infringes the rights of a third party	3.7.7.9	Registered Name Holder represents that to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name or the manner in which it is directly or indirectly used infringes the legal rights of any third party.
Submit to the jurisdiction of the courts where the Registrar and the Registrant are located	3.7.7.10	For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.
Agree that domain is subject to suspension	3.7.7.11	The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.
Indemnify Registry from claims arising out of registration	3.7.7.12	The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.
Provide accurate WHOIS information for domain names restored under the Redemption Grace Period	Restored Names Accuracy Policy	When a registrar restores a name (from the redemption grace period) that had been deleted on the basis of submission of false contact data or non-response to registrar inquiries, the name must be placed on Registrar Hold status until the registrant has provided updated and accurate Whois information.

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<p>Represent that the domain name registration does not violate the rights of any third party, is not being registered for an unlawful purpose, and will not be used in violation of any applicable laws</p>	<p>UDRP Sec. 2.</p>	<p>Registrant represents and warrants that (a) the statements made in Registration Agreement are complete and accurate; (b) to their knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) Registrant is not registering the domain name for an unlawful purpose; and (d) Registrant will not knowingly use the domain name in violation of any applicable laws or regulations.</p>
<p>Submit to mandatory administrative proceedings to resolve disputes under the UDRP</p>	<p>UDRP Sec. 4.</p>	<p>This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").</p>