

PRIVACY AND PROXY SERVICE PROVIDER QUESTIONNAIRE - RESPONSE SUMMARY

Between 31 January and 28 February 2014, the [Expert Working Group \(EWG\)](#) on Next Generation Registration Directory Services (RDS) conducted an [on-line survey of Privacy and Proxy \(P/P\) Service Providers](#), seeking information about existing practices to inform the EWG’s privacy-related RDS recommendations and the [GNSO’s on-going policy development for P/P accreditation](#).

A summary of 58 questionnaire responses is provided herein. Of these, only 11 responses actually detailed P/P practices. 44 answered only a demographic question; 3 provided contact information only.

Therefore, this summary reflects practices voluntarily described by **11 P/P service providers**. It simply *ILLUSTRATES* practices that providers claim to use today. However, this summary is **NOT STATISTICALLY REPRESENTATIVE of all providers**, nor have we attempted to verify real-world use of claimed practices.

Services Offered

Full or partial questionnaire responses were collected from a total of 58 organizations which described themselves as offering the following combination of privacy, proxy, and registration services:

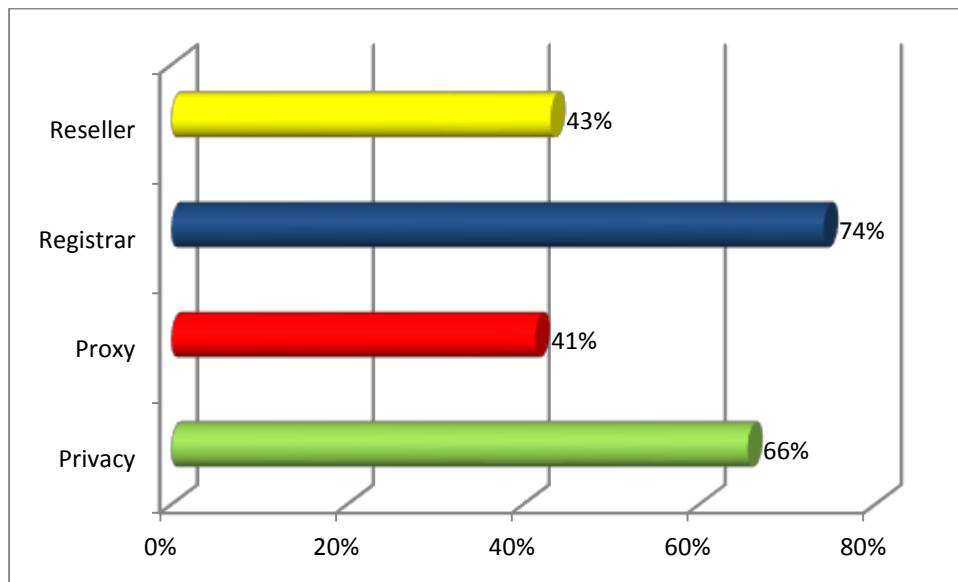


Figure 1. Services Offered by All Respondents



Figure 2. Combinations of Services Offered by All Respondents

Services Not Further Described

This apparently strong turnout is misleading. Among the 58 responses submitted, 44 answered just this one question, providing no further details about their P/P practices. In addition, 3 registrars gave no service details but supplied contact information to enable follow-up (see Appendix).

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A breakdown of the services offered by these 47 organizations is shown below:

Total	Privacy	Proxy	Registrar	Reseller
47	29	18	35	21

Note that 14 of these 47 single-answer submissions were from Registrars and Resellers that did NOT offer a Privacy and/or Proxy service; they likely exited after this first question because they had no existing P/P practices to describe.

The remaining 33 P/P providers fell within the target audience for this questionnaire, but apparently opted not to supply any detail about their services or practices. One of these providers also included a single comment: "Please keep it simple."

P/P Service Descriptions

The remaining 11 responses offered significant information about existing P/P services and practices. Services offered by these 11 P/P providers included:

Total	10	6	8	4
11	Privacy	Proxy	Registrar	Reseller

Within this response group, all Registrars and Resellers also offered a Privacy and/or Proxy service. Roughly half (5) of the organizations within this group offered BOTH Privacy and Proxy services.

These 11 providers further described their P/P service offerings as follows:

- *[We offer] privacy of individuals 'personal' data, including name, address, email and telephone numbers is enshrined in [our national] law; we do not need/require/seek permission to protect that.*
- *We offer proxy services and local services to some of our clients that we know. If a [proxy] service is provided on our behalf for a client, he will need to sign a specific agreement first.*
- *We mask the contact information [of the Registrant] and forward all emails to the Registered Name Holder.*
- *We offer our customers a free Whois privacy service in order to hide his real contact data from Whois searches.*
- *We keep domain ownership details hidden and replaced with our own. We retain all account data and send contact requests directly to Registrant.*
- *[We] offer a service to registrants called "My Private Registration" which substitutes registrant's contact details with details of [our company] or a related body corporate. The true Registrant Name is still shown in the Whois data - only the contact data is masked.*

Note: Consistent with the questionnaire's promise to summarize responses in anonymized, aggregated form only, the information presented herein has been redacted to obscure all individual provider names, domain names, and contact details¹.

¹ See Appendix for non-redacted responses from 7 providers that gave permission to share with the EWG.

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P/P Service Contracts and Customer Support

7 providers published customer contact information on their website, but just two of those explicitly included a phone number. One said that contacts were not published because they varied by TLD and customer, while another explained, “P/P Provider contact information constantly changes and is not posted on the website for that reason.”

Ten providers supplied links to their P/P service contracts¹ and described customer support services:

- *Privacy and Proxy are available to be purchased and applied to domain names either directly, during the normal domain order process as well as within the member’s console. Once the service has been purchased and assuming it remains active the client can either active or deactivate the service at will. Customer Support can access the same via the customer management system.*
- *Our customer support is available by phone or by email P/P. Customers access these services like any other customer would.*
- *At registration, we offer our own proxy details for [redacted] ccTLDs (not gTLDs) in case the customer refuses to disclose passport numbers, VAT numbers, etc. Customer requests are processed to either register with privacy or enable privacy afterward, again using our own privacy details.*
- *Each of our clients has a dedicated account manager that he can call/email/contact by mail directly. When the dedicated account manager is not present, one of his colleagues will be able to respond directly to the client. Our clients or potential ones can also call/email/write to our commercial team. Some offers can be ordered online and some others like Proxy or Privacy can't.*
- *Customer service is available by phone, email, and Live Chat. Privacy customers access our Support team via those standard methods. Privacy customers can purchase the service at the same time as purchasing the domain name, or after registration they can add the service to an existing domain through their control panel. This control panel also allows suspension of the privacy service.*
- *Customer support services are accessed through [redacted]. Customers access these services by logging into their account and clicking the P/P link associated with their domain.*
- *We have a "contact us", "contact owner " and "report abuse" form which goes straight through to our support team, they take the appropriate action from there.*
- *Customer Support for [our] service is provided directly by the Sponsoring Registrar of the domain name. The ability to disable and enable privacy services is available to all Sponsoring Registrars and their customers using [our] service. Basic questions a Registrar faces is documented here: [redacted]. [This] knowledge base article is available to every customer on the Sponsoring Registrar's platform. FAQs are also documented on [our] website - [http://\[redacted\]/faqs/](http://[redacted]/faqs/)*
- *[We] offer customers an online support community to assist with all its products, including My Private Registration. This community is available via the URL: [redacted]. Phone, email and postal mail support is also available for customers. These services are described on our website: [redacted]*

Protecting Customer Contact Details

Providers were asked to describe how P/P service customer contact details were obscured in Whois. A typical answer to this question is given below:

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Public Whois Directory

Registrant: John Walker 123 Apple Street Los Angeles, CA 91000, US +1 (234)567-8900 john@sampledomain

Private Whois Directory

Registrant: [PP Name] [PP Street City Country Code] [PP Phone] proxy@[PP-DN]

Just one provider differentiated between Privacy and Proxy services when answering this question:

We are offering two [services]:

- Disclose the client name (registrant) but [obscure] all of his contact details. Ours are indicated.
- All contacts specified are ours, on the behalf of our client.

Most other providers (even those offering Privacy services) said they used all of these methods:

- Substitution of the Provider's name as the registrant name;
- Substitution of the Provider's postal address as the registrant/tech/admin contact postal address;
- Substitution of the Provider's email address (or a unique forwarding email address);
- Substitution of the Provider's phone/fax number (or a unique forwarding number);

One provider said simply, "Substitution of all details for non-identifiable information unique to that domain/client." Another provider appended "registered on behalf of Domain Owner" to its own name as the Registrant Name.

Relaying Customer Correspondence

Providers were asked to describe practices for relaying correspondence from third parties to P/P customers when received at the Whois postal address, email address, telephone number or fax number. Answers were diverse and fairly detailed, so are provided verbatim below.

Four providers described automated email forwarding. Three described a case-by-case relay process. One provider stated that no correspondence is relayed, while another described an on-line form that can be used to contact customers.

Email correspondence is automatically relayed using the custom built system. This is achieved by allocating the user a unique email contact linked to our P/P system, {domain.name}@[PP-DN]. Any mail sent to this address triggers a lookup in our database to find the email address associated to the account and automatically relays any messages directly to the actual registrant. Mail and Phone queries are handled manually by our support team who forward correspondence to the registrant based on the details held within their member account

The Whois postal address is generated with each Whois query and remains active for sending mails for a limited number of days. All messages sent to that email address will be automatically forwarded to the underlying registrant's email address. The provider does not receive those messages itself. Spam is filtered. The provider does not forward written (postal), faxed or telephone communications as it is not a mail forwarding or scanning service. Messages sent to the abuse contact and are reviewed. If immediate is required, this will be undertaken in accordance with the terms of service. All such complaints are forwarded to the registrant.

No standard procedure. All correspondence is treated case by case. Illegal activity reports go through abuse handling, interest in purchase of domain (+offer), non-commercial, are forward to end users.

None - no correspondence is forwarded

Each important notification is sent to our clients via email. To be certain that clients received the info, we call them (in order to explain the situation also). We can also send postal registered mail function of the situation but email and phone and faster.

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<p><i>Postal mail sent to the address provided above would be forwarded on to the domain owner via the real postal address that we have on file (I am not aware of anyone having ever sent postal mail to us for relay to the domain owner). The displayed email address is unique to each domain; for domain example.com the displayed address would be "example.com@[PP-DN]". Email sent to domainname@[PP-DN] is automatically relayed to the real Registrant email address. The phone number [redacted] goes to an automated voicemail, explaining that [PP name redacted] is a Whois privacy service used by [redacted] customers, and advises the caller to send an email or letter to the contact points displayed in the Whois, which will then be relayed to the domain owner.</i></p>
<p><i>This is private internal information.</i></p>
<p><i>All messages, etc. are forwarded to the customer</i></p>
<p><i>These procedures are outlined in Terms and Conditions. Relevant sections are copied below:</i></p> <p><i>3.3 [Provider] will process any correspondence (including Communications) and telephone calls received regarding the Relevant Domain Name as described below. You must promptly respond to all communications from [Provider] (as contemplated below) and at a minimum, in accordance with the time frames specified below.</i></p> <p><i>3.3.1 Email: [Provider] will use all reasonable efforts to filter the email for Junk Mail. Any sender of an email that is not otherwise filtered out by [Provider] as Junk Mail will be directed to complete a form. If this form is not validly completed by the sender (in [Provider]'s sole discretion), you will not be notified of receipt of the email. If the form is validly completed by the sender (in [Provider]'s sole discretion), and provided that the sender completes the form in a timely manner, the email message of the sender will be forwarded by [Provider] to the administrative contact (as specified in your Contact Details) of the Relevant Domain Name within 3 business days of receipt. If (for whatever reason), the email address of such administrative contact is undeliverable, [Provider] will not be required to contact you through any other medium.</i></p> <p><i>3.3.2 Postal: [Provider] will sort and open all postal mail. Any postal mail that is not a Communication will be destroyed by [Provider]. In addition, [Provider] will destroy any Communication that it determines (in its sole discretion) is or could be Junk Mail. [Provider] will use all reasonable commercial efforts to scan any reasonable sized Communication that is not Junk Mail and forward the scanned Communication to the email address of the administrative contact (as specified in your Contact Details) of the Relevant Domain Name within 3 business days of receipt. If (for whatever reason), the email address of such administrative contact is undeliverable, [Provider] will not be required to contact you through any other medium. The administrative contact will have 5 business days to confirm to [Provider] that it wishes to obtain a physical copy of the scanned Communication. If the administrative contact confirms that it wishes to receive a physical copy of the scanned Communication, a physical copy of the Communication will be sent to such administrative contact at the administrative contact's expense, or, if the physical copy of the scanned Communication is a legal notice or Uniform Dispute Resolution Policy notice or correspondence, at [Provider]'s expense. You acknowledge that any scanned Communication forwarded to the administrative contact at the administrative contact's expense will require the payment of that expense prior to it being provided to the administrative contact. If the administrative contact fails to respond to [Provider] within 5 business days or if such email address is undeliverable, [Provider] reserves the right to destroy the Communication following the expiration of 30 days from its receipt by [Provider]. In addition, if any Communication is unable to be scanned by [Provider], [Provider] will use all reasonable commercial efforts to forward that Communication to the administrative contact (as specified in your Contact Details) of the Relevant Domain Name by mail.</i></p> <p><i>3.3.3 Telephone: If a telephone call is received by [Provider], the caller will be informed about how to contact the administrative contact of the Relevant Domain Name.</i></p>

Table 1. Correspondence Relay Practices

Providers were also asked to describe how they themselves respond to third-party correspondence and circumstances under which this may occur. Answers were roughly divided between (1) not responding or (2) notifying customers, as further detailed below:

- *The client is advised to respond directly to the third party via the contact information provided in the third parties original communications. They are also advised that failure to do so may result in loss of their domain name and associated services at their cost.*
- *The provider will reply to all third party complaints as appropriate. This does not include purchase offers, sale enquiries, spam and other non-complaint messages.*

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- *N/A - The client is entitled to privacy for as long as they are a client. If they are no longer a client, then there will be no domain names in our Whois to show details [enabling contact].*
- *Never occurred as our clients are trademark owners who want to use proxy or privacy to protect their rights , etc. In case we received a notification, we respond to the sender in order to explain him the situation and forward in the meantime to notification to our client in order for him to handle directly. We will also do a follow up with our client if needed to be certain of the action taken.*
- *Since emails are automatically relayed to the actual Registrant, we do not track or respond to those messages. We do not have procedures in place for responding to third-party correspondence.*
- *Provider does not respond to third party correspondence addressed to [privacy service] customers.*

Validating Customer Contact Details

Providers were asked to describe procedures for validating or verifying customer-supplied information, including name, organization, postal address, email address, telephone number, and fax number.

- Three registrars referenced the 2013 RAA requirements;
- Two providers (also registrars) said they did not validate customer contact details; and
- One relied on existing trust relationships instead of validation.

Individual answers to this question are given below:

- *Apart from instances whereby address verification is required by policy (such as ICANNs 2013 RAA) we place the onus on the registrant to provide and keep up to date all relevant information. All communication efforts are logged our side.*
- *The provider does not validate the supplied information. Customer supplied information is validated on the registrar level.*
- *Real details are provided by client at time of order - no verification/validation is undertaken.*
- *All the clients with proxy or privacy are identified ones, as the proxy or privacy is not a product that can be purchased online. Clients signed a contract, we have a copy of their registration certificate, know that their details are up to date as we are exchanging with them prior to the subscription of a privacy or proxy service.*
- *We validate Registrant contact information according to standard requirements for completion and formatting, and some level of accuracy (state is in country, city is in state, etc). We are not yet signed on to the 2013 RAA so we are not yet doing the Verification and Validation as laid out in that version of the RAA.*
- *[Provider] is bound by ICANN's RAA 2013 agreement and the Whois Accuracy Program Specification. This Specification outlines the procedures necessary for validating/verifying registrant information, which [our] registration system complies with. The 'true' registrant [or] customer information is therefore subject to these procedures.*

Conditions of Service

Providers were asked about any requirements placed on P/P customers as a condition of PURCHASING service, such as mandatory contact information, non-commercial use of protected domain name, etc.

- Two providers said there were no requirements, beyond ordinary terms and conditions.
- However, four (4) providers described specific conditions of purchase, as follows:

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Client is still required to maintain correct/working contact information and billing information with us. Real details are still escrowed.

Our contracts include many requirements : responsibility related to the infringement caused by the composition and / or use of the domain name, contacts infos are verified before as explained.

The registrant agrees to provide and maintain true, accurate and up-to-date registration information for the domain name owner, admin, billing and technical contacts, as provided for in the general registration agreement with his registration provider, including his name, postal address, email address, phone and fax numbers. The registrant warrants the accuracy of this information. The registrant further agrees that all actual registration information will be maintained in a database by the registration service provider and escrowed with a third party provider (gTLDs only - the data will not be escrowed for ccTLD domain names). The service provider shall keep this information confidential, subject to section 5 of this agreement.

In case of the use of inaccurate, fake or outdated information, the service provider is entitled to take all necessary actions to avoid legal or financial liability in the registrant's stead, including, but not limited to the deletion of the domain name or the deactivation of the service. The registrant agrees that the service provider may at any time and at its sole discretion suspend and disable the service without liability to the registrant and to reveal registrant and contact Whois information for any reason. Such reasons include but are not limited to:

- failure to provide payment for the service;*
- breach of any provision of this agreement or the registration agreement with the registration service provider;*
- requirement by law;*
- compliance with a registry request, a court order or a law enforcement agency request;*
- receipt of a legal complaint regarding the use or registration of a domain name;*
- receipt of a formal request from an UDRP service provider;*
- receipt of a formal request from an alternative dispute service provider;*
- for the resolution of any and all third party claims;*
- for the avoidance of financial loss or legal liability of service provider, its parent companies, subsidiaries, affiliates, shareholders, agents, officers employees and directors;*
- good faith belief or third party complaint of illegal or morally objectionable use of the domain name, especially use to transmit SPAM, viruses, worms or other harmful computer programs;*
- good faith belief or allegation of use of the service to conceal involvement with illegal, illicit, objectionable or harmful activities;*
- good faith belief or allegation that the registration violates or infringes upon the legal rights of a third party, or any third-party trademark or trade name;*
- good faith belief that disclosure is necessary to further determination of an alleged breach of a law;*
- use of the domain name for commercial purposes;*
- the deletion of a domain name.*

The suspension or termination of the service will result in the immediate disclosure of the registrant's information in the Whois as well as to third party claimants. The service provider will endeavor to give the registrant a notice of 24 hours before the service is disabled.

Standard domain ownership requirements for validity of information. Our Whois Terms of Service states:

Registrar reserves the right, in its sole discretion and without liability to you or any third party, to disable, suspend, or terminate your Whois Privacy Service and to reveal your identity in certain circumstances, including:

- To comply with applicable laws or regulations*
- To determine whether an alleged breach of law or regulation has occurred*
- In response to valid legal service of process*
- In response to notice of a claim or complaint including UDRP*
- To avoid legal liability and/or financial loss to us*
- If, in our reasonable discretion, you use the Whois Privacy Service to conceal your involvement with illegal, illicit, objectionable or harmful activities*
- If you transmit any kind of spam, viruses, worms or other harmful computer programs*

Providers were also asked to describe any requirements placed on P/P customers as a condition of RETAINING service, such as such as timely response to provider requests or periodic re-verification.

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- Two providers said there were no requirements, beyond ordinary terms and conditions.
- One cited standard Whois data reminder policy requirements.
- One cited the same lengthy conditions give above at terms of purchase.
- However, 2 providers described specific conditions of to retain service, as follows:

For customers to retain this service, they must provide [us] with any updates to their Contact Details (section 4.2 of the product's T&Cs) and respond/provide requested information within 3 business days (section 4.3).

Response is a function of the delay imposed by the nature of the fact. We indicate a mandatory time of response function of the case (several hours up to 72 hours). We have as registrar a re-verification address process.

Handling of Inquiries

Providers were asked to describe any procedures for informing the P/P customer about inquiries received from third parties regarding their domain names, including reasons that third parties may give for inquiring, documentation that must be provided with the inquiry, actions that may be requested, responses that may be returned to the requestor, and procedural or policy differences that depend on the source of the inquiry (i.e., law enforcement inquiries, brand owner inquiries, consumer inquiries).

- One stated “*no correspondence is accepted, replied to or forwarded.*”
- One stated “*All queries are passed on regardless of nature.*”
- Two indicated this was already covered by their correspondence relay policy.
- However, 2 providers described the following practices related to INQUIRIES:

All forwarded communications are forwarded "as is." We may include requirements for continuing the service which if not met will result in the deactivation after as reasonable time. Such actions may include, but are not limited to:

- *Takedown of offending content*
- *Publication of contact details for commercial services that are permitted*

Law enforcement inquiries not from either the registrars or the p/p service providers jurisdictions are treated the same as regular third party complaints.

We do not have a specific process in place; if we are contacted by a third party we would advise them to use the contact email displayed in the public Whois which does forward through to the registered name holder. If we are contacted by Law Enforcement our Legal department would determine the correct course of action.

Transfer, Renewal, and Suspension Procedures

Providers were asked to describe any procedures for transfer, renewal and suspension of domain names registered to or licensed by P/P customers. Two providers said the process was no different than for any other domain name transfer, renewal or suspension. However, other providers described the following practices in detail:

As all email correspondence is passed on automatically there is generally little issue with regards to these instances following normal process. The client does have the option to disable the service for fulfilling requirements that may require them to do so. As with domain names the client is issued a (separate) notice indicating the impending expiry of the service. These begin 90 days prior to expiration and continue through to expiration. The client can renew the service the same way they renew the domain name. If a domain name with P/P applied expires or is deleted, the P/P service receives the same action until/if the domain is reinstated.

The service currently does not allow the use of its data with unaffiliated registrars, i.e. a transfer is only possible if the privacy

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function is removed prior to requesting the transfer. Owner changes can be processed at the registrar level and do not affect the privacy setting. The service is automatically renewed at the time of the renewal of the domain name. Suspension of the privacy function reveals the underlying registrant data. For thick registries, an update command is sent to the registry operator. The provider does not delete domain names, but may order the registrar to suspend the name in critical cases where it deems deactivation of the service alone to be insufficient.

Due to our system verification, the proxy/privacy service will be removed before transferring (out) any domain name subject to these services. If this is a change of registrant, the service will be removed except if the new owner wants to keep it. In this case he will have to sign a contact (per service) before obtaining the ownership. We don't have any affiliates, except some IP Law firms which must sign a contract also. Our clients can have tacit renewal if they signed a specific contract. Otherwise they need to inform us of their will to renew each specific service. The [suspension] action will depend as for each domain name of the nature of the infringement. If it is obvious we will suspend the domain name, contact the owner and ask him to take the appropriate action with 5 days and confirm it to us. Otherwise the domain name will be deleted after 5 days.

[Registrant] must terminate the [Privacy Service] pertaining to a Relevant Domain Name... prior to implementing a change of registrant or registrar in relation to the Relevant Domain Name. Regarding renewal: Monthly contracts will roll on a monthly basis without notice to you. With respect to the Relevant Domain Name, if you have chosen a fixed contract period (a contract period other than a month to month contract) for your Service, your Service will be automatically renewed for a further fixed contract period at the end of the term on the date notified to you by our reminder email. If your fixed contract period Service is to be auto-renewed, we will: (i) notify you of the impending auto-renewal; and (ii) provide you the ability to cancel the impending auto-renewal.

You must advise us prior to the auto-renewal date if you wish to cancel the Service. If we do not receive your cancellation or 'do not renew' advice, we will auto-renew the Service in order to ensure it continues uninterrupted. Your Service will be auto-renewed for the same duration at the then current applicable charges published on [our] website. If you purchased your Service at the same time as an Eligible Domain Name... your Service will be auto-renewed for the duration of the registration period of the Eligible Domain Name. Should [our] Acceptable Use Policy be breached - regardless if the associated domain name has the [Privacy Service] active or not - [provider] may suspend or delete the domain name

Complaint Handling

Providers were asked to describe any processes or facilities that third parties can use to report abuse of a P/P registered domain names. Two providers said that P/P abuse was reported like any other abuse compliant. Others described specific practices, as follows:

Third parties generally report abuse directly to our customer support team or via abuse@[provider-DN]. These complaints are monitored, escalated and handled according to internal policies.

We do not allow the use of the service to hide the identity of the registrant in case of illegal use. Please report any illegal or unlawful activity to abuse@[provider-DN]. Each complaint will be reviewed and verified by our staff. In case of a substantiated complaint, we may reveal the identity of the registrant to the complainant or cancel the service for the offending domain name. To assist us in better assessing your complaint, please provide any evidence of the illegal use of the domain name.

Third parties can contact our customer support team with any reports of abuse, reports will be sent to our Abuse team for investigation and action as needed.

Third parties may call us.

Providers were then asked to describe any procedures used for investigating and responding when the P/P customer's domain name is identified as being involved in malicious conduct such as phishing, malware, or other similar cyber abuse. Again, one provider said their process was no different than for any other domain name. Others described practices as follows:

Again, internal policies and procedures are applied which in short result in the matter being allocated to a member of the technical team who utilize the information provided to investigate the matter. Depending on the matter and the circumstances action is taken accordingly and communication provided to the third party regarding the query.

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<i>The suspension or termination of the service will result in the immediate disclosure of the registrant's information in the Whois as well as to third party claimants. The service provider will endeavor to give the registrant a notice of 24 hours before the service is disabled. Content is manually screened for obvious illegal or prohibited activity upon receipt of a substantiated complaint. Registrant is then informed and in urgent cases immediate action is taken.</i>
<i>If the domain name is hosted by us, we have our own infrastructure team and monitoring system. If the domain name is not hosted by us we can't take direct action on the content generally. In case the infringement is obvious, we will directly suspend the domain name, respond to the inquiry, inform the client and will leave him 5 days to correct, otherwise the domain name will be deleted.</i>
<i>Our Abuse team would investigate and take action as needed, as per our Acceptable Use Policy, our Anti-Spam Policy, and our Universal Terms of Use.</i>
<i>Reports of this nature and not investigated.</i>
<i>With all abuse complaints, [our] Policy Team independently investigates and verifies the allegations made. Should this investigation conclude a domain name is violating our Acceptable Use Policy, [provider] may suspend or terminate the name.</i>

Providers were asked to describe any procedures for when a UDRP, URS or other administrative or legal proceeding is filed against a P/P customer's domain name. Three providers said they simply followed standard UDRP requirements. Others described practices as follows:

<i>In case of UDRP actions, the provider has authorized and instructed the registrar to immediately deactivate the service and inform the UDRP provider of the underlying registrant. There has not been a URS case filed for a p/p domain name registration under the service. There have not been administrative or legal proceedings filed for a p/p domain name registration under the service. In such cases the provider would similarly authorize the registrar to deactivate the service and inform the URS provider, administrative body, court of the underlying registrant.</i>
<i>Never happened as our clients are rightful trademark holders. In case it will happen, we will respond to the complaint and justify by sending the PP contract and required element to specify to the expert/judge that the registrant in one of our clients.</i>
<i>Domain is immediately deleted in order to avoid any negative publicity regarding out P/P service..</i>
<i>Whois privacy service is disabled, showing the registrant real data.</i>
<i>In these circumstances, [we] will provide the 'true' information to the requesting entity provided the request is validly executed (eg: court order) or in accordance with ICANN policies (eg: UDRP policy).</i>

Finally, providers were asked to describe any circumstances under which the P/P provider will terminate P/P services to the P/P customer, procedures used to notify P/P customers of impending termination, and possible outcomes of that process. Answers to this question included:

<i>As described earlier. If the domain name is deleted, expired, transferred or any action which results in it no longer being active, we will suspend/delete the active P/P service. If the domain is reinstated, so long as the P/P service has been paid for, it is also reinstated. The P/P service is only deactivated either by or requested by the client, while the domain is still active will the normal details within our DB be revealed.</i>
Publication: (i) Obvious illegal use (ii) Breach of the terms of use (iii) Non-payment of fees (iv) Failure of the registrant to update the contents made available under the domain name upon request (v) UDRP action (vi) legal or administrative action at competent court or by competent administrative body. Reveal to third party: (i) Formal request by competent law enforcement of appropriate jurisdiction citing the basis for making the request (ii) Substantiated complaint by third party. Reversal: Re-activation of the service.
<i>Never happened also but we will take the appropriate measure function of the infringement's nature and will inform our client accordingly. They sign or accept our terms and conditions informing and specific contracts which inform them of the potential actions that we could take in case of issue. The main element for us is to be able to comply promptly but in the meantime being able to inform and explain to our client the situation and consequences. We will do a follow up when needed.</i>

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Registrar reserves the right, in its sole discretion and without liability to you or any third party, to disable, suspend, or terminate your Whois Privacy Service and to reveal your identity in certain circumstances, including:

- To comply with applicable laws or regulations
- To determine whether an alleged breach of law or regulation has occurred
- In response to valid legal service of process
- In response to notice of a claim or complaint including UDRP
- To avoid legal liability and/or financial loss to us
- If, in our reasonable discretion, you use the Whois Privacy Service to conceal your involvement with illegal, illicit, objectionable or harmful activities
- If you transmit any kind of spam, viruses, worms or other harmful computer programs

In these circumstances, [we] will provide the 'true' information to the requesting entity provided the request is validly executed (eg: court order) or in accordance with ICANN policies (eg: UDRP policy).

Section 14 explains these circumstances as follows:

14. Suspension of the Service or Termination of this agreement

14.1 [Provider] may from time to time without notice to you suspend the Service:

14.1.1 if you engage in any Prohibited Conduct;

14.1.2 if you breach any provision of an applicable Registration Agreement;

14.1.3 if you fail to comply with any other provision in this agreement (including failure to pay charges due), until the breach (if capable of remedy) is remedied to the satisfaction of [Provider];

14.1.4 if you do, or allow to be done, anything which in our opinion may have the effect of jeopardizing the operation of the Service;

14.1.5 if [Provider] considers suspension will be necessary or desirable to comply with the requirements or directions, request or demand of any Regulator or Registry, any applicable law, regulation or rule, subpoena, court order or enforcement agency request;

14.1.6 If [Provider] or any Relevant Party become aware of an IP Claim;

14.1.7 If [Provider] considers (acting reasonably) that the provision of the Service is (or could) expose [Provider] or any Relevant Party to any liability;

14.1.8 during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavors to procure the resumption of the Service as soon as reasonably practicable. If [Provider] suspends the Service, [Provider] may elect to populate the Whois with the Contact Details from the date of suspension throughout the period of suspension. You will also remain liable for all charges due at the commencement of the suspension period throughout the period of suspension.

14.2 [Provider] you may terminate this agreement and cease providing the Service to you at any time on 30 days"" written notice to you. You may terminate this agreement and cease obtaining the Service from us on 30 days"" written notice to us.

14.3 In addition to clause 14.2, [Provider] may terminate agreement and cease providing the Service to you at any time on written notice to you if [Provider] has at any time suspended the Service under clause 14.1.1-14.1.7.

14.4 On termination of this Agreement or if you terminate the Service, as contemplated by clauses 3.4 or 7.4 (if applicable):

14.4.1 subject to clause 7, you must pay any outstanding charges to [Provider] immediately;

14.4.2 you will not be entitled to a refund in connection with any unused portion of the Service;

14.4.3 [Provider] will populate the Whois with the Contact Details from the date of termination; and

14.4.4 [Provider] may delete all data, including Communications from any storage media without any liability to you whatsoever."

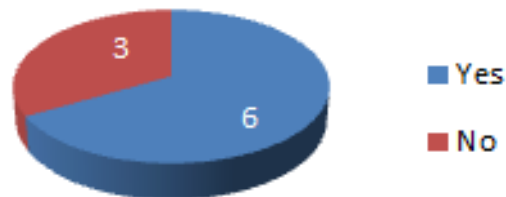
PRIVACY AND PROXY SERVICE PROVIDER QUESTIONNAIRE - RESPONSE SUMMARY

Providers were further asked to describe any circumstances under which they will reveal and/or publish in Whois the customer's identity and/or contact data. Two simply referenced their answers above. The rest described UDRP, legal, or other actions in greater detail, as follows:

<i>The P/P service is only deactivated either by or requested by the client, while the domain is still active will the normal details within our DB be revealed.</i>
<i>- Obvious illegal use -Breach of the terms of use -Non-payment of fees -Formal request by competent law enforcement of appropriate jurisdiction citing the basis for making the request -Failure of the registrant to update the contents made available under the domain name upon request. -UDRP action -legal or administrative action at competent court or by competent administrative body</i>
<i>On receipt of a valid, verifiable and locally issued court order, we will comply with [national] legislation and provide legitimate Law Enforcement agencies with the real data.</i>
<i>When require by a competent authority.... Decision of justice etc.... Our legal department handles these inquiries.</i>
<i>In the event that a direct relative of the registrant requests this information, the Customer's identity is revealed to the relative.</i>
<i>Legal claim or UDRP.</i>

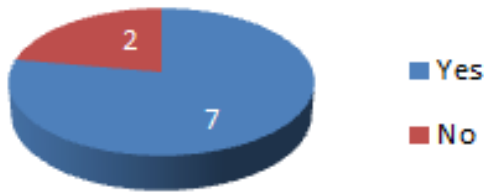
Escrow, Logging, and Automation

Providers were asked to describe their escrow and logging practices, and the extent to which they automated certain processes.

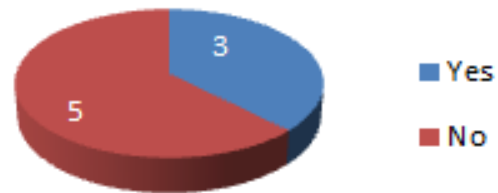


Are your P/P Customers' unpublished contact data escrowed with a third party escrow provider?

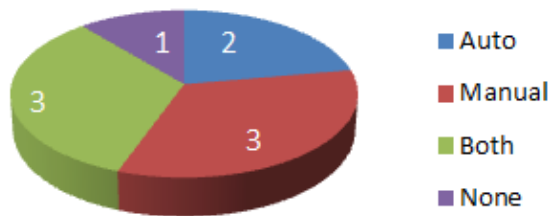
PRIVACY AND PROXY SERVICE PROVIDER QUESTIONNAIRE - RESPONSE SUMMARY



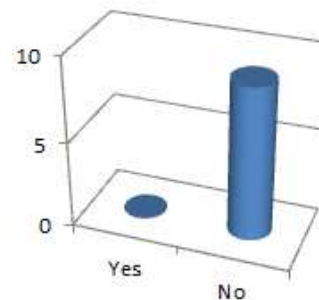
Is information related to relayed correspondence, reveal requests, and subsequent actions logged or otherwise retained?



If yes, would this information ever be shared with a third party?



Is automated or manual processing used to relay correspondence to P/P Customers?



Is automated processing used to handle abuse inquiries or reveal requests?

Escrow and logging processes were described as standard operating practice. For example:

- *[Unpublished data escrow] occurs automatically at the registrar level in conjunctions with its data escrow obligation.*
- *Normal communications archiving process is followed.*
- *All communications to the abuse contact are stored in a ticketing system.*

Finally, providers were asked *“To the extent possible, please describe typical processing delay (time between receipt of initial inquiry and final resolution), and available escalation processes/policies when multiple requests are received for same P/P Customer or domain name.”* Answers to this question were surprisingly concrete but diverse, ranging from practically instant to hours to days:

- *Email correspondence is practically instant, dependent on message size (and attachments). Phone and Fax is generally forwarded same day. Mail will vary dependent on delivery time to the address. This mail is relayed to our support team via email (scan) and then distributed to the registrant via email. This can take 2-5 days.*
- *Emails sent to the address in the Whois are automatically forwarded within seconds after receipt. Emails sent to the abuse contact are reviewed within 72 hours on workdays after receipt. Forwarding occurs as part of that review.*
- *Forward, response of the complaint if justified within 48 hours. 5 days of delay to respond. Action taken after five days (even if we can suspend directly the domain name as explained) in case of obvious infringement.*

PRIVACY AND PROXY SERVICE PROVIDER QUESTIONNAIRE - RESPONSE SUMMARY

- *Standard email delivery timeframes.*
- *24 hours*
- *12-24 hours.*
- *There are no service level agreements provided to [Privacy Service] customers. We aim to evaluate and process all messages as quickly as possible to our customers.*
- *2-7 days. This may be because communication between our technical team and the client may be required to resolve the query.*
- *Emails sent to the abuse contact are reviewed within 72 hours on workdays after receipt. If urgent action is necessary, it is taken immediately. Otherwise, the registrant will be given 24-48 hours to respond to communication of the provider.*
- *Forward, response of the complaint if justified within 48 hours. 5 days of delay to respond. Action taken after five days (even if we can suspend directly the domain name as explained) in case of obvious infringement.*
- *72 hours*
- *Typical processing delay for these requests is generally 24-48 hours by our Policy team.*
- *This team evaluates all requests independently of each other. Should one complaint be valid and result in a breach of our Terms & Conditions, [Provider] will deactivate the product meaning the 'true' Whois details are publicly available. This in effect can resolve multiple complaints concerning a single domain name.*

Further Information

At the end of the questionnaire, respondents were given an option to provide their name and contact details, granting permission to disclose their individual questionnaire responses to the EWG to enable follow-up.

Seven (7) respondents agreed to have their individual responses and contact details disclosed. Accordingly, those 7 individual responses – 4 detailed, 3 containing contact details only – have been made available in a confidential Appendix to this report, for follow-up use by the EWG. The willingness of these respondents to share additional insights about existing P/P provider practices is appreciated.

Finally, one provider that did not want his identity disclosed offered this further comment for consideration by the EWG and PPSAI WG: *“You can make all the policies you like, but all that will happen if you try to 'regulate' or 'accredit' privacy services is that every domain name registered will simply show as care-of the registrar and NO information will be put into a public Whois about anything.”*