



The Internet Corporation for Assigned Names and Numbers

TRANSMITTED VIA FACSIMILE, COURIER SERVICE & ELECTRONIC MAIL

14 May 2010

Mr. Antonio Moll
Western United Domains, Inc. (IANA ID 1146)
Register Department calle Daniel Balaciart 4
entresuelo Valencia 46020
Spain

RE: NOTICE OF TERMINATION OF REGISTRAR ACCREDITATION AGREEMENT

Dear Mr. Moll:

Be advised that the Internet Corporation for Assigned Names and Numbers ("ICANN") Registrar Accreditation Agreement ("RAA") with Western United Domains, Inc. ("Western United") is terminated. This termination is based on Western United's failure to escrow gTLD registration data pursuant to Section 3.6 of the RAA and failure to pay accreditation fees pursuant to Section 3.9 of the RAA. This termination shall be effective 7 June 2010.

ICANN demands that Western United remove all of ICANN's trademarks immediately from Western United's website and business materials that were licensed to Western United under the terms of the logo license Appendix to the RAA, as this logo license is revoked.

Failure to escrow gTLD registration data pursuant to Section 3.6 of the RAA

Section 3.6 of the RAA requires Western United to, "on a schedule, under the terms, and in the format specified by ICANN" to "submit an electronic copy of the database described in Subsection 3.4.1 [of the RAA] to ICANN or, at its expense, to a reputable data_escrow agent mutually approved by Registrar and ICANN."

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ICANN

On 15 April 2010, ICANN sent Western United a Notice of Breach of Registrar Accreditation Agreement for failure to escrow registration data. Western United failed to cure the breach in the time period allowed by the RAA.

Based on Western United's failure to cure the breach of Section 3.6 and in accordance with Section 5.3 and 5.3.4 of the RAA, ICANN hereby gives Western United notice that Western United's accreditation will terminate 7 June 2010.

Failure to pay accreditation fees pursuant to Section 3.9 of the RAA

Section 3.9 of the RAA requires registrars to timely pay accreditation fees, consisting of yearly and variable fees. Western United currently owes ICANN \$19,346.97 in accreditation fees, of which \$16,851.34 is 90 days, or more, past due.

On 20 April 2009 ICANN sent Western United a Notice of Breach of Registrar Accreditation Agreement for failure to pay accreditation fees along with a detailed customer statement. Western United failed to cure the breach in the time period allowed by the RAA.

Based on Western United's failure to cure the breach of Section 3.9 and in accordance with Section 5.3 and 5.3.4 of the RAA, ICANN hereby gives Western United notice that Western United's accreditation will terminate 7 June 2010.

Other ICANN Concerns

Failure to maintain accurate primary contact information

Pursuant to Section 5.11 of the RAA, all notices to be given under the RAA by Western United and ICANN must be given in writing at the addresses provided in the RAA, unless a change of address has been provided by the parties to the contract. This Section of the RAA further provides that notices required by the RAA are deemed properly given when delivered, "in person, when sent by electronic facsimile with receipt confirmation of delivery or when scheduled for delivery by internationally recognized courier service."

The information provided pursuant to Section 5.11 of the RAA is commonly referred to as "primary contact information" by ICANN and the registrar community. It is essential that registrars maintain accurate primary contact information, as this is ICANN's source for contacting its contracted parties. Registrar failure to maintain accurate primary contact information undermines the basic principles of contract law and thwarts ICANN's efforts to enforce the terms of the RAA.

Western United provided primary contact information to ICANN as part of its RAA. In January 2010, ICANN determined that Western United's primary contact information was not valid. Specifically, when ICANN staff attempted to send correspondence to



Western United via email, ICANN received a notice that the email address was no longer valid. When ICANN staff attempted to contact Western United via telephone, numerous messages left on the answering service went unanswered. ICANN notified you of the undeliverable email and unanswered telephone messages via facsimile and courier on 19 April 2010. Western United did not contact ICANN to update its primary contact information.

As of the date of this letter, Western United's primary contact information remains invalid. As noted in the RAA, Western United's failure to maintain valid primary contact information with ICANN does not preclude ICANN's ability to provide all required notices under the RAA.

Conclusion

Based on Western United's failure to cure the breaches set forth in ICANN's notices of breach dated 15 April 2010 and 9 April 2009, ICANN is terminating the RAA with Western United, effective 7 June 2010. Additionally, ICANN is concerned that Western United's failure to maintain valid primary contact information may be indicative of other operational problems. In the interest of protecting domain name registrants, ICANN must immediately commence the domain name transition process and solicit bids for a qualified ICANN accredited registrar to manage the domain names currently managed by Western United.

To facilitate the transition of the domain names currently managed by Western United, ICANN will follow its De-Accredited Registrar Transition Procedure (Procedure) <http://www.icann.org/en/processes/registrars/de-accredited-registrar-transition-procedure-01oct08.pdf>. ICANN encourages Western United to read the Procedure in its entirety. Consistent with the Procedure, we are requesting that Western United designate a transfer recipient on or before 20 May 2010. Please contact ICANN's Registrar Liaison Team at RegTransition@icann.org to designate a bulk transfer recipient. We are hopeful that Western United will cooperate during the domain name transition process.

Kindly note, however, that your designation of a bulk transfer recipient does not prejudice ICANN's right to the Registration Data Escrow data and other rights under the RAA, as well as ICANN's right to transfer names to a registrar of our choosing selected pursuant to the Procedure.

Be advised that termination of Western United's RAA does not relieve Western United of the obligation to pay accreditation fees thereunder, which should be paid immediately. ICANN reserves the right to pursue all means available to collect all accreditation fees owed by Western United, including recently assessed fees, totaling \$19,346.97 (see attached Customer Statement for details).



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Mr. Antonio Moll – Western United Domains, Inc.
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ICANN

It is ICANN's goal to protect registrants from unnecessary harm and we look forward to amicably resolving any domain name transition issues that may arise from this termination. Please feel free to contact me at stacy.burnette@icann.org if you have any questions or if I can be of assistance to you.

Very truly yours,

A handwritten signature in blue ink that reads "Stacy Burnette".

Stacy Burnette
Director
Contractual Compliance

Enclosure: Customer Statement