



## **DECLARATION OF JERL B. LEUTZ**

I, Jerl B. Leutz, declare as follows:

1. I am counsel of record for Complainant OpenTLD B.V. (“OpenTLD”). Unless otherwise stated as based on information and belief, I have personal knowledge of the facts stated herein. If called upon to do so, I could and would testify to the truth thereof.

2. I make this Declaration in support of OpenTLD’s Opening Brief Requesting a Stay of Suspension of OpenTLD’s registrar operations.

3. I performed an internet-based search of the website and posted materials of The Internet Corporation of Assigned Names and Numbers (“ICANN”) at <icann.org>. Among other things, I found the attached materials posted at ICANN’s website and apparently authored or adopted by ICANN or its authorized agents.

4. Attached hereto as Exhibit A is a true and correct copy of ICANN’s Articles of Incorporation that I retrieved from <https://www.icann.org/resources/pages/governance/articles-en>.

5. Attached hereto as Exhibit B is a true and correct copy of pertinent excerpts of ICANN’s Bylaws that I retrieved from <https://www.icann.org/resources/pages/governance/bylaws-en>.

6. Attached hereto as Exhibit C is a true and correct copy of ICANN’s posted “Overall Compliance Approach” that I retrieved from <https://www.icann.org/en/system/files/files/overall-03oct14-en.pdf>.

7. Attached hereto as Exhibit D is a true and correct copy of ICANN’s posted “Informal Resolution Process” that I retrieved from <https://www.icann.org/en/system/files/files/informal-resolution-03oct14-en.pdf>.

8. Attached hereto as Exhibit E is a true and correct copy of ICANN’s posted “Formal Resolution Process” that I retrieved from <https://www.icann.org/en/system/files/files/formal-resolution-19jun13-en.pdf>.

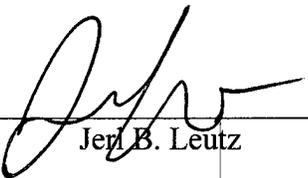
9. Attached hereto as Exhibit F is a true and correct copy of pertinent excerpts of ICANN's posted answers to "General Questions" regarding "Registrar Suspension" that I retrieved from <https://www.icann.org/resources/pages/faqs-84-2012-02-25-en#suspension>.

10. Attached hereto as Exhibit G is a true and correct copy of ICANN's posted history of Notices of Breach, Suspension, Termination and Non-Renewal from 2008 until present that I retrieved from <https://www.icann.org/resources/pages/notices-2012-02-25-en>.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Los Angeles, California.

Dated: July 23, 2015

  
\_\_\_\_\_  
Jeri B. Leutz

**EXHIBIT A**

Welcome to the new ICANN.org! [Learn more \(https://www.icann.org/news/blog/introducing-a-new-icann-org-site\)](https://www.icann.org/news/blog/introducing-a-new-icann-org-site), and send us [your feedback \(mailto:tickets@icann.userservice.com\)](mailto:tickets@icann.userservice.com). ✕ Dismiss

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Resources

# ARTICLES OF INCORPORATION OF INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

▶ [About ICANN \(Internet Corporation for Assigned Names and Numbers\) \(/resources/pages/welcome-2012-02-25-en\)](#)

This page is available in: [English](#) | [العربية](#) (<http://www.icann.org/resources/pages/articles-2015-04-29-ar>) | [Español](#) (<http://www.icann.org/resources/pages/articles-2015-04-29-es>) | [Français](#) (<http://www.icann.org/resources/pages/articles-2015-04-29-fr>) | [Русский](#) (<http://www.icann.org/resources/pages/articles-2015-04-29-ru>) | [中文](#) (<http://www.icann.org/resources/pages/articles-2015-04-29-zh>)

▶ [Board \(/resources/pages/board-of-directors-2014-03-19-en\)](#)

As Revised November 21, 1998

▶ [Accountability & Transparency \(/resources/pages/accountability-2012-02-25-en\)](#)

1. The name of this corporation is Internet Corporation for Assigned Names and Numbers (the "Corporation").
2. The name of the Corporation's initial agent for service of process in the State of California, United States of America is C T Corporation System.

▼ [Governance \(/resources/pages/governance-2012-02-25-en\)](#)

3. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable and public purposes. The Corporation is organized, and will be operated, exclusively for charitable, educational, and scientific purposes within

▼ [Governance Documents](#)

[\(/resources/pages/governance-articles-en\)](#) in accordance with the provisions of § 501 (c)(3) of the Internal Revenue Code of 1986, as amended (the

- 2012-02-25-en) "Code"), or the corresponding provision of any future United States tax code. Any reference in these Articles to the Code shall include the corresponding provisions of any other United States tax code. In furtherance of the foregoing purposes, and in recognition of the fact that the Internet is an international network of networks, owned by no single nation, individual or organization, the Corporation shall, except as limited by Article 5 hereof, pursue the charitable and public purposes of lessening the burdens of government and promoting the global public interest in the operational stability of the Internet by (i) coordinating the assignment of Internet technical parameters as needed to maintain universal connectivity on the Internet; (ii) performing and overseeing functions related to the coordination of the Internet Protocol (Protocol), ("IP (Internet Protocol or Intellectual Property)") address space; (iii) performing and overseeing functions related to the coordination of the Internet domain name system ("DNS (Domain Name System)"), including the development of policies for determining the circumstances under which new top-level domains are added to the DNS (Domain Name System) root system; (iv) overseeing operation of the authoritative Internet DNS (Domain Name System) root server system; and (v) engaging in any other related lawful activity in furtherance of items (i) through (iv).
- Guidelines  
(/resources/pages/guidelines-2012-05-15-en)
- Articles of Incorporation  
(/resources/pages/articles-2012-02-25-en)
- ▶ Bylaws  
(/resources/pages/bylaws-2012-02-25-en)
- Board Code of Conduct  
(/resources/pages/code-of-conduct-2012-05-15-en)
- Board Conflicts of Interest Policy  
(/resources/pages/coins-2012-02-25-en)
- Board Statements of Interest  
(/resources/pages/sois-2012-02-25-en)
- Summary of Conflicts of Interest and Ethics Practices Review  
(/resources/files/summary-ethics-review-2013-05-13-en)
- ▶ Agreements  
(/resources/pages/agreements-2012-02-25-en)
- ▶ AOC (Affirmation of Commitments) Review  
(/resources/pages/aoc-review-2012-02-25-en)
- Annual Reports  
(/resources/pages/annual-report-2012-02-25-en)
- ▶ Financials  
(/resources/pages/financials-2012-02-25-en)
4. The Corporation shall operate for the benefit of the Internet community as a whole, carrying out its activities in conformity with relevant principles of international law and applicable international conventions and local law and, to the extent appropriate and consistent with these Articles and its Bylaws, through open and transparent processes that enable competition and open entry in Internet-related markets. To this effect, the Corporation shall cooperate as appropriate with relevant international organizations.
5. Notwithstanding any other provision (other than Article 8) of these Articles:
- a. The Corporation shall not carry on any other activities not permitted to be carried out (i) by a corporation exempt from United States income tax under § 501 (c)(3) of the Code or (ii) by a corporation, contributions to which are deductible under § 170 (c)(2) of the Code.
- b. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall be empowered to make the election under § 501 (h) of the Code.
- c. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- d. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.
- e. In no event shall the Corporation be controlled directly or indirectly by one or more "disqualified persons" (as defined in § 4046 of the Code) other than foundation

- disqualified persons (as defined in § 4946 of the Code) other than foundation managers and other than one or more organizations described in paragraph (1) or (2) of § 509 (a) of the Code.
6. To the full extent permitted by the California Nonprofit Public Benefit Corporation Law or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its members, should the Corporation elect to have members in the future, for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article 6 shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.
7. Upon the dissolution of the Corporation, the Corporation's assets shall be distributed for one or more of the exempt purposes set forth in Article 3 hereof and, if possible, to a § 501 (c)(3) organization organized and operated exclusively to lessen the burdens of government and promote the global public interest in the operational stability of the Internet, or shall be distributed to a governmental entity for such purposes, or for such charitable and public purposes that lessen the burdens of government by providing for the operational stability of the Internet. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as such court shall determine, that are organized and operated exclusively for such purposes, unless no such corporation exists, and in such case any assets not disposed of shall be distributed to a § 501(c)(3) corporation chosen by such court.
8. Notwithstanding anything to the contrary in these Articles, if the Corporation determines that it will not be treated as a corporation exempt from federal income tax under § 501(c)(3) of the Code, all references herein to § 501(c)(3) of the Code shall be deemed to refer to § 501(c)(6) of the Code and Article 5(a)(ii), (b), (c) and (e) shall be deemed not to be a part of these Articles.
9. These Articles may be amended by the affirmative vote of at least two-thirds of the directors of the Corporation. When the Corporation has members, any such amendment must be ratified by a two-thirds (2/3) majority of the members voting on any proposed amendment.
- ▶ Document Disclosure  
(/resources/pages/transparency-2012-02-25-en)
  - ▶ Planning  
(/resources/pages/planning-2012-02-25-en)
  - ▶ Presentations  
(/resources/pages/archives-a1-2012-02-25-en)
  - ▶ RFPs  
(/resources/pages/rfps-2012-02-25-en)
  - ▶ Litigation  
(/resources/pages/litigation-2012-02-25-en)
  - ▶ Newsletter  
(/resources/pages/newsletter-2014-03-18-en)
  - ▶ Correspondence  
(/resources/pages/correspondence-2012-09-24-en)
  - ▶ Quarterly Reports  
(/resources/pages/quarterly-reports-2014-11-13-en)
- 
- ▶ Groups  
(/resources/pages/groups-2012-02-06-en)
- 
- ▶ Business  
(/resources/pages/business)
- 
- ▶ Contractual Compliance  
(/resources/pages/compliance-2012-02-25-en)
- 
- ▶ Registrars  
(/resources/pages/registrars-0d-2012-02-25-en)
- 
- ▶ Registries  
(/resources/pages/registries-46-2012-02-25-en)
- 
- ▶ Operational Metrics  
(/resources/pages/metrics-gdd-performance-2015-01-30-en)

## **EXHIBIT B**

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Resources

# BYLAWS FOR INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS | A California Nonprofit Public-Benefit Corporation

▶ [About ICANN \(Internet Corporation for Assigned Names and Numbers\) \(/resources/pages/welcome-2012-02-25-en\)](#)

▶ [Board \(/resources/pages/board-of-directors-2014-03-19-en\)](#)

▶ [Accountability & Transparency \(/resources/pages/accountability-2012-02-25-en\)](#)

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- <http://www.icann.org/resources/pages/bylaws-2012-02-25-zh>

As amended 30 July 2014

▼ [Governance \(/resources/pages/governance-2012-02-25-en\)](#)

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	<b>ARTICLE I: MISSION AND CORE (Council of Registrars) VALUES</b>
	<b>Section 1. MISSION</b>
	The mission of The Internet Corporation for Assigned Names and Numbers ("ICANN (Internet Corporation for Assigned Names and Numbers)") is to coordinate, at the <b>global</b> level, the global Internet's systems of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifier systems. In

en) ensure the stable and secure operation of the Internet's unique identifier systems. In particular, ICANN (Internet Corporation for Assigned Names and Numbers):

- ▶ Financials  
(/resources/pages/financials-2012-02-25-en) 1. Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are
- ▶ Document Disclosure  
(/resources/pages/transparency-2012-02-25-en) a. Domain names (forming a system referred to as "DNS (Domain Name System)");
- ▶ Planning  
(/resources/pages/planning-2012-02-25-en) b. Internet protocol ("IP (Internet Protocol or Intellectual Property)") addresses and autonomous system ("AS (Autonomous System ("AS") Numbers)") numbers; and
- Presentations  
(/resources/pages/archive-a1-2012-02-25-en) c. Protocol (Protocol) port and parameter numbers.
- RFPs  
(/resources/pages/rfps-2012-02-25-en) 2. Coordinates the operation and evolution of the DNS (Domain Name System) root name server system.
- Litigation  
(/resources/pages/litigation-2012-02-25-en) 3. Coordinates policy development reasonably and appropriately related to these technical functions.
- Newsletter  
(/resources/pages/newsletter-2014-03-18-en) **Section 2. CORE (Council of Registrars) VALUES**

▶ Correspondence  
(/resources/pages/correspondence-2012-09-24-en) In performing its mission, the following core values should guide the decisions and actions of ICANN (Internet Corporation for Assigned Names and Numbers):

- Quarterly Reports  
(/resources/pages/quarterly-reports-2014-11-13-en) 1. Preserving and enhancing the operational stability, reliability, security, and global interoperability of the Internet.
- ▶ Groups  
(/resources/pages/groups-2012-02-06-en) 2. Respecting the creativity, innovation, and flow of information made possible by the Internet by limiting ICANN (Internet Corporation for Assigned Names and Numbers)'s activities to those matters within ICANN (Internet Corporation for Assigned Names and Numbers)'s mission requiring or significantly benefiting from global coordination.
- Business  
(/resources/pages/business) 3. To the extent feasible and appropriate, delegating coordination functions to or recognizing the policy role of other responsible entities that reflect the interests of affected parties.
- ▶ Contractual Compliance  
(/resources/pages/compliance-2012-02-25-en) 4. Seeking and supporting broad, informed participation reflecting the functional, geographic, and cultural diversity of the Internet at all levels of policy development and decision-making.
- ▶ Registrars  
(/resources/pages/registrars-0d-2012-02-25-en) 5. Where feasible and appropriate, depending on market mechanisms to promote and sustain a competitive environment.
- ▶ Registries  
(/resources/pages/registries-

46-2012-02-25-en)

Operational Metrics  
(/resources/pages/metrics-gdd-performance-2015-01-30-en)

▶ Identifier Systems Security, Stability (Security, Stability and Resiliency) and Resiliency (IS-SSR)  
(/resources/pages/is-ssr-2014-11-24-en)

▶ ccTLDs  
(/resources/pages/cctlds-21-2012-02-25-en)

▶ Internationalized Domain Names  
(/resources/pages/idn-2012-02-25-en)

▶ Universal Acceptance Initiative  
(/resources/pages/universal-acceptance-2012-02-25-en)

▶ Policy  
(/resources/pages/policy-01-2012-02-25-en)

▶ Public Comment  
(/public-comments)

▶ Contact  
(/resources/pages/contact-2012-02-06-en)

▶ Help  
(/resources/pages/help-2012-02-03-en)

6. Introducing and promoting competition in the registration of domain names where practicable and beneficial in the public interest.

7. Employing open and transparent policy development mechanisms that (i) promote well-informed decisions based on expert advice, and (ii) ensure that those entities most affected can assist in the policy development process.

8. Making decisions by applying documented policies neutrally and objectively, with integrity and fairness.

9. Acting with a speed that is responsive to the needs of the Internet while, as part of the decision-making process, obtaining informed input from those entities most affected.

10. Remaining accountable to the Internet community through mechanisms that enhance ICANN (Internet Corporation for Assigned Names and Numbers)'s effectiveness.

11. While remaining rooted in the private sector, recognizing that governments and public authorities are responsible for public policy and duly taking into account governments' or public authorities' recommendations.

These core values are deliberately expressed in very general terms, so that they may provide useful and relevant guidance in the broadest possible range of circumstances. Because they are not narrowly prescriptive, the specific way in which they apply, individually and collectively, to each new situation will necessarily depend on many factors that cannot be fully anticipated or enumerated; and because they are statements of principle rather than practice, situations will inevitably arise in which perfect fidelity to all eleven core values simultaneously is not possible. Any ICANN (Internet Corporation for Assigned Names and Numbers) body making a recommendation or decision shall exercise its judgment to determine which core values are most relevant and how they apply to the specific circumstances of the case at hand, and to determine, if necessary, an appropriate and defensible balance among competing values.

## ARTICLE II: POWERS

### Section 1. GENERAL POWERS

Except as otherwise provided in the Articles of Incorporation or these Bylaws, the powers of ICANN (Internet Corporation for Assigned Names and Numbers) shall be exercised by, and its property controlled and its business and affairs conducted by or under the direction of, the Board. With respect to any matters that would fall within the provisions of Article III, Section 6, the Board may act only by a majority vote of all members of the Board. In all other matters, except as otherwise provided in these

Bylaws or by law, the Board may act by majority vote of those present at any annual, regular, or special meeting of the Board. Any references in these Bylaws to a vote of the Board shall mean the vote of only those members present at the meeting where a

quorum is present unless otherwise specifically provided in these Bylaws by reference to "all of the members of the Board."

## **Section 2. RESTRICTIONS**

ICANN (Internet Corporation for Assigned Names and Numbers) shall not act as a Domain Name (Domain Name) System Registry or Registrar or Internet Protocol (Protocol) Address Registry in competition with entities affected by the policies of ICANN (Internet Corporation for Assigned Names and Numbers). Nothing in this Section is intended to prevent ICANN (Internet Corporation for Assigned Names and Numbers) from taking whatever steps are necessary to protect the operational stability of the Internet in the event of financial failure of a Registry or Registrar or other emergency.

## **Section 3. NON-DISCRIMINATORY TREATMENT**

ICANN (Internet Corporation for Assigned Names and Numbers) shall not apply its standards, policies, procedures, or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause, such as the promotion of effective competition.

# **ARTICLE III: TRANSPARENCY**

## **Section 1. PURPOSE**

ICANN (Internet Corporation for Assigned Names and Numbers) and its constituent bodies shall operate to the maximum extent feasible in an open and transparent manner and consistent with procedures designed to ensure fairness.

## **Section 2. WEBSITE**

ICANN (Internet Corporation for Assigned Names and Numbers) shall maintain a publicly-accessible Internet World Wide Web site (the "Website"), which may include, among other things, (i) a calendar of scheduled meetings of the Board, Supporting Organizations (Supporting Organizations), and Advisory Committees (Advisory Committees); (ii) a docket of all pending policy development matters, including their schedule and current status; (iii) specific meeting notices and agendas as described below; (iv) information on ICANN (Internet Corporation for Assigned Names and Numbers)'s budget, annual audit, financial contributors and the amount of their contributions, and related matters; (v) information about the availability of accountability mechanisms, including reconsideration, independent review, and Ombudsman activities, as well as information about the outcome of specific requests and complaints invoking these mechanisms; (vi) announcements about ICANN (Internet Corporation for Assigned Names and Numbers) activities of interest to significant segments of the ICANN (Internet Corporation for Assigned Names and Numbers) community; (vii) comments received from the community on policies being developed and other matters; (viii) information about ICANN (Internet Corporation for Assigned Names and Numbers)'s physical meetings and public forums; and (ix) other information of interest to the ICANN (Internet Corporation for Assigned Names and Numbers) community

the ICANN (Internet Corporation for Assigned Names and Numbers) community.

### **Section 3. MANAGER OF PUBLIC PARTICIPATION**

There shall be a staff position designated as Manager of Public Participation, or such other title as shall be determined by the President, that shall be responsible, under the direction of the President, for coordinating the various aspects of public participation in ICANN (Internet Corporation for Assigned Names and Numbers), including the Website and various other means of communicating with and receiving input from the general community of Internet users.

### **Section 4. MEETING NOTICES AND AGENDAS**

At least seven days in advance of each Board meeting (or if not practicable, as far in advance as is practicable), a notice of such meeting and, to the extent known, an agenda for the meeting shall be posted.

### **Section 5. MINUTES AND PRELIMINARY REPORTS**

1. All minutes of meetings of the Board and Supporting Organizations (Supporting Organizations) (and any councils thereof) shall be approved promptly by the originating body and provided to the ICANN (Internet Corporation for Assigned Names and Numbers) Secretary for posting on the Website.
2. No later than 11:59 p.m. on the second business days after the conclusion of each meeting (as calculated by local time at the location of ICANN (Internet Corporation for Assigned Names and Numbers)'s principal office), any resolutions passed by the Board of Directors at that meeting shall be made publicly available on the Website; provided, however, that any actions relating to personnel or employment matters, legal matters (to the extent the Board determines it is necessary or appropriate to protect the interests of ICANN (Internet Corporation for Assigned Names and Numbers)), matters that ICANN (Internet Corporation for Assigned Names and Numbers) is prohibited by law or contract from disclosing publicly, and other matters that the Board determines, by a three-quarters (3/4) vote of Directors present at the meeting and voting, are not appropriate for public distribution, shall not be included in the preliminary report made publicly available. The Secretary shall send notice to the Board of Directors and the Chairs of the Supporting Organizations (Supporting Organizations) (as set forth in Articles VIII - X of these Bylaws) and Advisory Committees (Advisory Committees) (as set forth in Article XI of these Bylaws) informing them that the resolutions have been posted.
3. No later than 11:59 p.m. on the seventh business days after the conclusion of each meeting (as calculated by local time at the location of ICANN (Internet Corporation for Assigned Names and Numbers)'s principal office), any actions taken by the Board shall be made publicly available in a preliminary report on the Website, subject to the limitations on disclosure set forth in Section 5.2 above. For any matters that the Board determines not to disclose, the Board shall

For any matters that the Board determines not to disclose, the Board shall describe in general terms in the relevant preliminary report the reason for such nondisclosure.

4. No later than the day after the date on which they are formally approved by the Board (or, if such day is not a business day, as calculated by local time at the location of ICANN (Internet Corporation for Assigned Names and Numbers)'s principal office, then the next immediately following business day), the minutes shall be made publicly available on the Website; provided, however, that any minutes relating to personnel or employment matters, legal matters (to the extent the Board determines it is necessary or appropriate to protect the interests of ICANN (Internet Corporation for Assigned Names and Numbers)), matters that ICANN (Internet Corporation for Assigned Names and Numbers) is prohibited by law or contract from disclosing publicly, and other matters that the Board determines, by a three-quarters (3/4) vote of Directors present at the meeting and voting, are not appropriate for public distribution, shall not be included in the minutes made publicly available. For any matters that the Board determines not to disclose, the Board shall describe in general terms in the relevant minutes the reason for such nondisclosure.

## Section 6. NOTICE AND COMMENT ON POLICY ACTIONS

1. With respect to any policies that are being considered by the Board for adoption that substantially affect the operation of the Internet or third parties, including the imposition of any fees or charges, ICANN (Internet Corporation for Assigned Names and Numbers) shall:

- a. provide public notice on the Website explaining what policies are being considered for adoption and why, at least twenty-one days (and if practical, earlier) prior to any action by the Board;
- b. provide a reasonable opportunity for parties to comment on the adoption of the proposed policies, to see the comments of others, and to reply to those comments, prior to any action by the Board; and
- c. in those cases where the policy action affects public policy concerns, to request the opinion of the Governmental Advisory Committee (Advisory Committee) and take duly into account any advice timely presented by the Governmental Advisory Committee (Advisory Committee) on its own initiative or at the Board's request.

2. Where both practically feasible and consistent with the relevant policy development process, an in-person public forum shall also be held for discussion of any proposed policies as described in Section 6(1)(b) of this Article, prior to any final Board action.

3. After taking action on any policy subject to this Section, the Board shall publish in the meeting minutes the reasons for any action taken, the vote of each Director voting on the action, and the separate statement of any Director desiring publication of such a statement.

## Section 7. TRANSLATION OF DOCUMENTS

As appropriate and to the extent provided in the ICANN (Internet Corporation for Assigned Names and Numbers) budget, ICANN (Internet Corporation for Assigned Names and Numbers) shall facilitate the translation of final published documents into various appropriate languages.

## ARTICLE IV: ACCOUNTABILITY AND REVIEW

### Section 1. PURPOSE

In carrying out its mission as set out in these Bylaws, ICANN (Internet Corporation for Assigned Names and Numbers) should be accountable to the community for operating in a manner that is consistent with these Bylaws, and with due regard for the core values set forth in Article I of these Bylaws. The provisions of this Article, creating processes for reconsideration and independent review of ICANN (Internet Corporation for Assigned Names and Numbers) actions and periodic review of ICANN (Internet Corporation for Assigned Names and Numbers)'s structure and procedures, are intended to reinforce the various accountability mechanisms otherwise set forth in these Bylaws, including the transparency provisions of Article III and the Board and other selection mechanisms set forth throughout these Bylaws.

### Section 2. RECONSIDERATION

1. ICANN (Internet Corporation for Assigned Names and Numbers) shall have in place a process by which any person or entity materially affected by an action of ICANN (Internet Corporation for Assigned Names and Numbers) may request review or reconsideration of that action by the Board.
2. Any person or entity may submit a request for reconsideration or review of an ICANN (Internet Corporation for Assigned Names and Numbers) action or inaction ("Reconsideration Request") to the extent that he, she, or it have been adversely affected by:
  - a. one or more staff actions or inactions that contradict established ICANN (Internet Corporation for Assigned Names and Numbers) policy(ies); or
  - b. one or more actions or inactions of the ICANN (Internet Corporation for Assigned Names and Numbers) Board that have been taken or refused to be taken without consideration of material information,

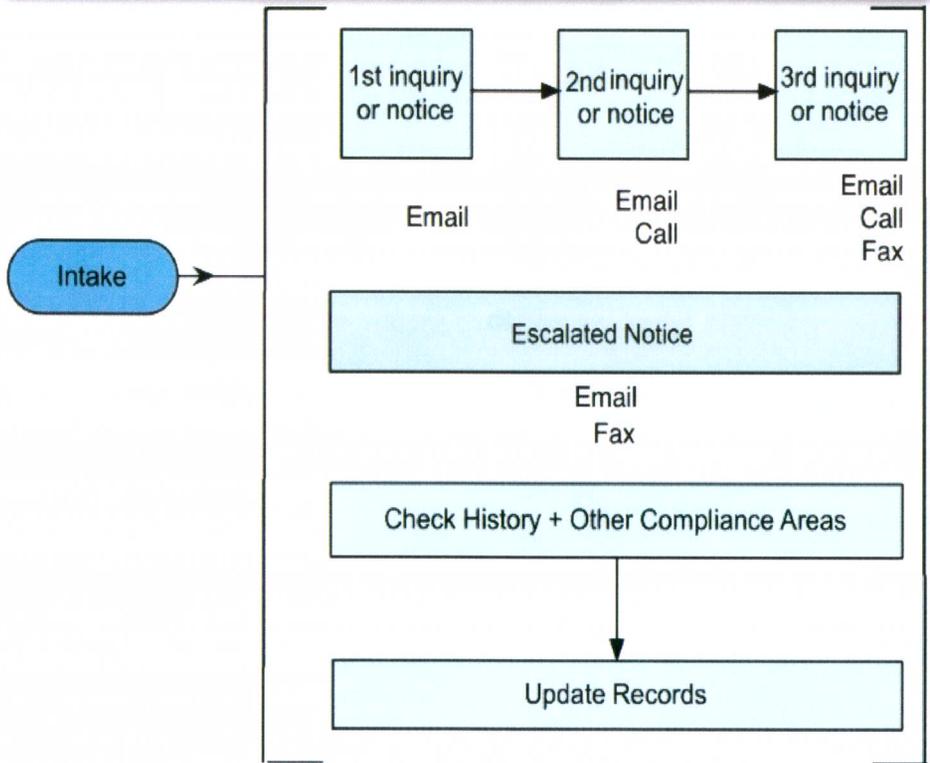
- except where the party submitting the request could have submitted, but did not submit, the information for the Board's consideration at the time of action or refusal to act; or
- c. one or more actions or inactions of the ICANN (Internet Corporation for Assigned Names and Numbers) Board that are taken as a result of the Board's reliance on false or inaccurate material information.
3. The Board has designated the Board Governance Committee to review and consider any such Reconsideration Requests. The Board Governance Committee shall have the authority to:
- a. evaluate requests for review or reconsideration;
  - b. summarily dismiss insufficient requests;
  - c. evaluate requests for urgent consideration;
  - d. conduct whatever factual investigation is deemed appropriate;
  - e. request additional written submissions from the affected party, or from other parties;
  - f. make a final determination on Reconsideration Requests regarding staff action or inaction, without reference to the Board of Directors; and
  - g. make a recommendation to the Board of Directors on the merits of the request, as necessary.
4. ICANN (Internet Corporation for Assigned Names and Numbers) shall absorb the normal administrative costs of the reconsideration process. It reserves the right to recover from a party requesting review or reconsideration any costs that are deemed to be extraordinary in nature. When such extraordinary costs can be foreseen, that fact and the reasons why such costs are necessary and appropriate to evaluating the Reconsideration Request shall be communicated to the party seeking reconsideration, who shall then have the option of withdrawing the request or agreeing to bear such costs.
5. All Reconsideration Requests must be submitted to an e-mail address designated by the Board Governance Committee within fifteen days after:
- a. for requests challenging Board actions, the date on which information about the challenged Board action is first published in a resolution, unless the posting of the resolution is not accompanied by a rationale. In that instance, the request must be submitted within 15 days from the initial posting of the rationale; or
  - b. for requests challenging staff actions, the date on which the party

- submitting the request became aware of, or reasonably should have become aware of, the challenged staff action; or
- c. for requests challenging either Board or staff inaction, the date on which the affected person reasonably concluded, or reasonably should have concluded, that action would not be taken in a timely manner.
6. To properly initiate a Reconsideration process, all requestors must review and follow the Reconsideration Request form posted on the ICANN (Internet Corporation for Assigned Names and Numbers) website, at <http://www.icann.org/en/groups/board/governance/reconsideration> (en/groups/board/governance/reconsideration). Requestors must also acknowledge and agree to the terms and conditions set forth in the form when filing.
  7. Requestors shall not provide more than 25 pages (double-spaced, 12-point font) of argument in support of a Reconsideration Request. Requestors may submit all documentary evidence necessary to demonstrate why the action or inaction should be reconsidered, without limitation.
  8. The Board Governance Committee shall have authority to consider Reconsideration Requests from different parties in the same proceeding so long as: (i) the requests involve the same general action or inaction; and (ii) the parties submitting Reconsideration Requests are similarly affected by such action or inaction. In addition, consolidated filings may be appropriate if the alleged causal connection and the resulting harm is the same for all of the requestors. Every requestor must be able to demonstrate that it has been materially harmed and adversely impacted by the action or inaction giving rise to the request.
  9. The Board Governance Committee shall review each Reconsideration Request upon its receipt to determine if it is sufficiently stated. The Board Governance Committee may summarily dismiss a Reconsideration Request if: (i) the requestor fails to meet the requirements for bringing a Reconsideration Request; (ii) it is frivolous, querulous or vexatious; or (iii) the requestor had notice and opportunity to, but did not, participate in the public comment period relating to the contested action, if applicable. The Board Governance Committee's summary dismissal of a Reconsideration Request shall be posted on the Website.
  10. For all Reconsideration Requests that are not summarily dismissed, the Board Governance Committee shall promptly proceed to review and consideration.
  11. The Board Governance Committee may ask the ICANN (Internet Corporation for Assigned Names and Numbers) staff for its views on the matter, which comments shall be made publicly available on the Website.

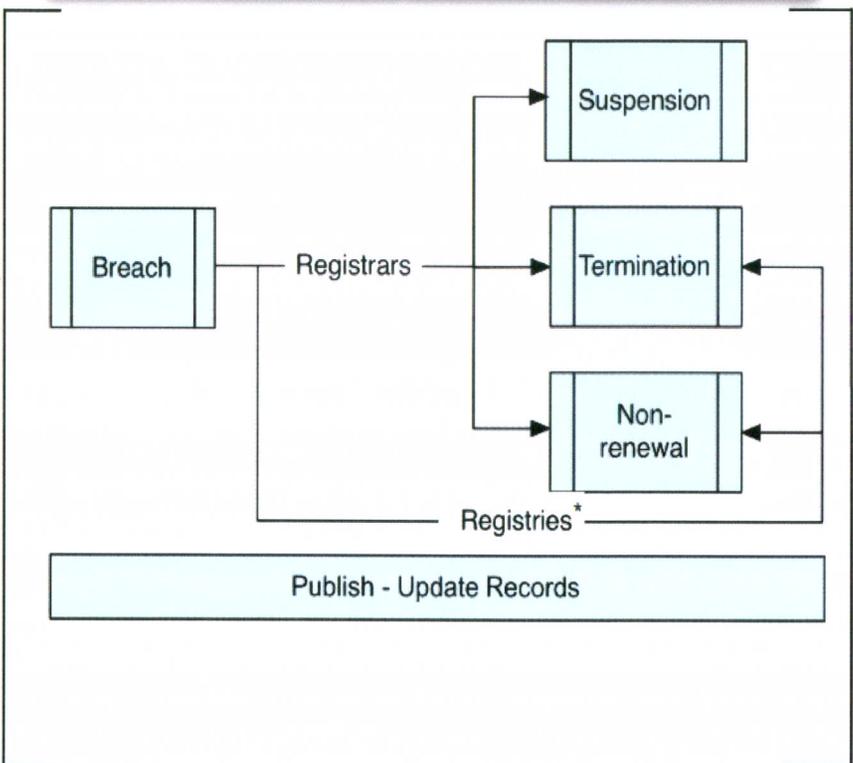
**EXHIBIT C**

# OVERALL COMPLIANCE APPROACH

## PREVENTION STAGE (Informal Resolution)



## ENFORCEMENT STAGE (Formal Resolution)



## General Guidance to Overall Compliance Approach

An **Inquiry** may be sent for (i) Information gathering, (ii) there is no known compliance violation, or (iii) proactive compliance monitoring effort. Non-response to inquiry may result in a notice.

A **Notice** may be sent regarding an alleged area of noncompliance

An **Escalated Notice** applies to compliance matters that require immediate resolution or are a repeated matter of a recently cured breach.

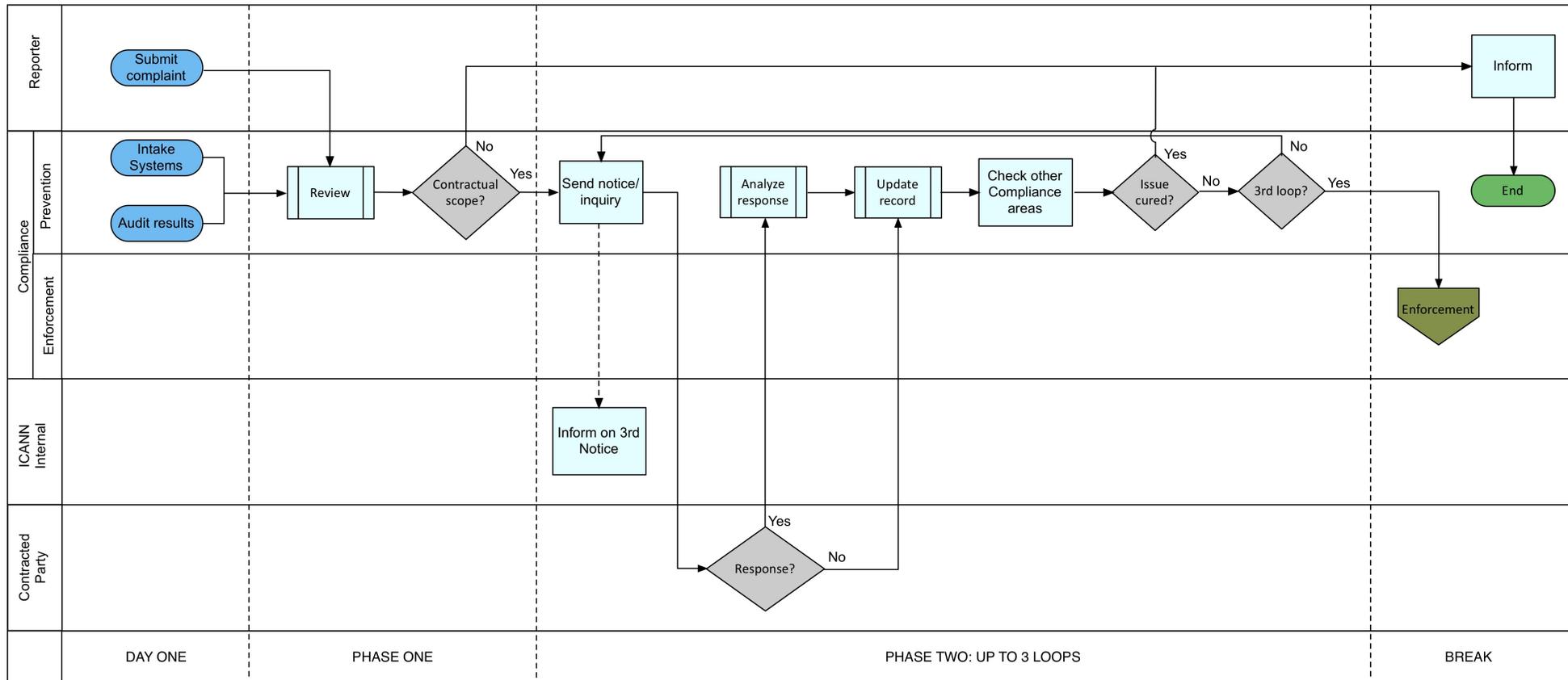
### **Informal Resolution Process Clarification:**

1. Follow up inquiry or notice vs. advancing to next phase:
  - ICANN will generally send a follow up for:
    - Insufficient response received before due date and time remains
    - Insufficient response received and ICANN delay in responding
    - Extension requested by contracted party
    - Clarification needed from contracted party (rather than additional information)
  
  - ICANN will advance to next phase for:
    - No response from contracted party
    - Insufficient response received on due date
2. To avoid advancing to next notice:
  - Respond to compliance inquiries and notices no later than the deadline
  - As early as possible to allow for collaboration on insufficient responses
3. Inquiry or Notice Deadlines are generated on UTC time
  - Due dates advance at 00:00 UTC
  - Staff processing 5 x 24 across 3 global hubs
  - Notices sent same day may have with different deadlines

\* For registry enforcement mechanisms outside of Compliance process, please refer to relevant registry agreement.

## **EXHIBIT D**

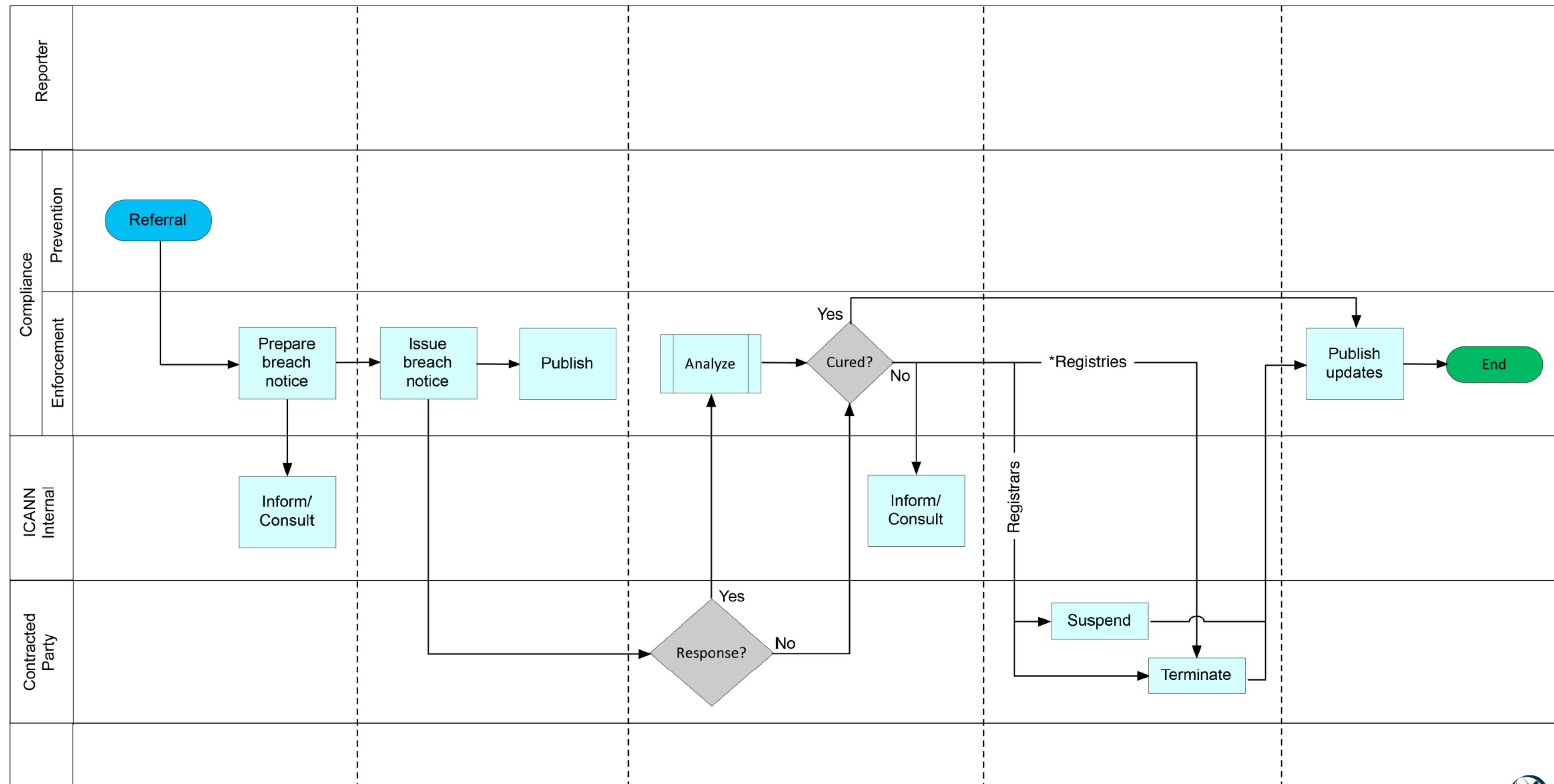
# Informal Resolution Process



First loop: Email  
 Second loop: Email + Call  
 Third loop: Email + Call + Fax

**EXHIBIT E**

# Formal Resolution Process



\*For registry enforcement mechanisms outside of Compliance process, please refer to relevant registry agreement

## **EXHIBIT F**

Welcome to the new ICANN.org! [Learn more \(https://www.icann.org/news/blog/introducing-a-new-icann-org-site\)](https://www.icann.org/news/blog/introducing-a-new-icann-org-site), and send us [your feedback \(mailto:tickets@icann.uservoice.com\)](mailto:tickets@icann.uservoice.com). ✕ Dismiss

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[RESOURCES \(/RESOURCES\)](#)

[COMMUNITY \(/COMMUNITY\)](#)

[IANA STEWARDSHIP](#)

[& ACCOUNTABILITY \(/STEWARDSHIP-ACCOUNTABILITY\)](#)

## Resources

- ▶ [About ICANN \(Internet Corporation for Assigned Names and Numbers\) \(/resources/pages/welcome-2012-02-25-en\)](#)

- ▶ [Board \(/resources/pages/board-of-directors-2014-03-19-en\)](#)

- ▶ [Accountability & Transparency \(/resources/pages/accountability-2012-02-25-en\)](#)

- ▶ [Governance \(/resources/pages/governance-2012-02-25-en\)](#)

- ▶ [Groups \(/resources/pages/groups-2012-02-06-en\)](#)

## General Questions

### Complaints and Disputes

Please refer to the [ICANN \(Internet Corporation for Assigned Names and Numbers\).org](#) Complaint Submission & FAQ at: [http://www.icann.org/en/resources/compliance/complaints \(/en/resources/compliance/complaints\)](http://www.icann.org/en/resources/compliance/complaints (/en/resources/compliance/complaints)) to submit a complaint or learn more.

### Questions related to Registering a [Domain Name \(Domain Name\)](#)

1. [Before You Register a Domain Name \(Domain Name\)](#)
2. [How do I register a domain name?](#)
3. [What are the rules for registration of .biz, .com, .info, .name, .net, .org, and .pro names?](#)
4. [What are the rules for registration of .aero, .coop, and .museum names?](#)
5. [Can I register a domain name that includes non-ASCII \(examples\) characters?](#)
6. [When I register a domain name, will my name and contact information become publicly available?](#)
7. [How long does a registration last? Can it be renewed?](#)

9. I just registered a domain name. How do I turn this into a working website?

In order for a domain name to resolve on the Internet, you will need to secure hosting services for the domain.

In general terms, you'll need to obtain a static (fixed) IP (Internet Protocol or Intellectual Property) address for your computer from your ISP (Internet Service Provider) (although there are work-arounds for dynamically-assigned IP (Internet Protocol or Intellectual Property) addresses). You'll need to arrange for two external computers acting as nameservers to point your domain at your IP (Internet Protocol or Intellectual Property) address. Your registrar can then point your domain at the two nameservers which have been configured with your information.

For more detailed instructions, please ask your ISP (Internet Service Provider), registrar, or search the web or Usenet for advice.

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10. Am I required to sign up for hosting services from the same company where I registered the domain name?

No. Some registrars may offer hosting services or include them as part of a package when you register the name, but you are not required to use these services.

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## Registrar Suspension Questions

11. What does registrar suspension mean?

It means a registrar's ability to sponsor new domain names or initiate inbound transfers is temporarily suspended by ICANN (Internet Corporation for Assigned Names and Numbers). It's not a full suspension of the registrar's accreditation because other registrar services, such as outbound transfers, updates and domain renewals and redemptions, are not affected.

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12. Why would an ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrar be suspended?

Because the registrar has not fulfilled some important obligations under its accreditation agreement with ICANN (Internet Corporation for Assigned Names

and Numbers), see [Section 2.1 of the 2009 Registrar Accreditation Agreement \(/en/registrar/ra-agreement-21may09-en.htm\)](#) (RAA (Registrar Accreditation Agreement)).

Registrar suspension is an enforcement tool that is intended to give the registrar an opportunity to address the problems and become compliant with its [RAA](#) (Registrar Accreditation Agreement) obligations.

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### 13. How long will a registrar suspension last?

It will be for a fixed period, as specified in a notice of suspension. The suspension period could last for just a few days, up to 12 months, depending on the severity of the breaches and the surrounding circumstances.

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### 14. How will the public be made aware of a registrar suspension?

All registrar suspensions (and any updates) will be communicated to the public through the [posting of a notice of suspension on ICANN \(Internet Corporation for Assigned Names and Numbers\)'s Contractual Compliance web page \(/en/compliance/notices/\)](#).

In addition, the suspended registrar is required to prominently display on its web site a message informing registrants that no new registrations or inbound transfers will be accepted.

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### 15. If I have domain names with a registrar that has been suspended by ICANN (Internet Corporation for Assigned Names and Numbers), will I lose my domain names?

No. Your domain names are still sponsored by the suspended registrar and governed by the terms of your registration agreement with the registrar and [applicable ICANN \(Internet Corporation for Assigned Names and Numbers\) Consensus \(Consensus\) Policies \(/en/general/consensus-policies.htm\)](#).

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### 16. My domain name with the suspended registrar is about to expire. How can I make sure it is not lost during the suspension?

Domain renewals are not affected by registrar suspensions.

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17. What happens if a domain name is registered through a reseller of the suspended registrar?

Your rights and obligations as the registered name holder (registrant) are not affected by a suspension. However, you should check the terms of your services agreement with the reseller to make sure you are aware of any additional terms that may affect you.

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18. What will happen to the suspended registrar after the suspension period?

- A. If the registrar cures the breaches within the required timeframe, the suspension will end on the date specified in ICANN (Internet Corporation for Assigned Names and Numbers)'s notice of suspension to the registrar.
- B. If the registrar does not cure the breaches in a timely manner, ICANN (Internet Corporation for Assigned Names and Numbers) may extend the suspension and eventually terminate the registrar's accreditation.

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19. What happens if the suspended registrar's accreditation is eventually terminated by ICANN (Internet Corporation for Assigned Names and Numbers) and how will registrants be affected?

[Please see FAQs for Non-Renewal of Registrar Accreditation Agreement \(/en/compliance/compliance-faqs.htm\)](#)

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20. What support does ICANN (Internet Corporation for Assigned Names and Numbers) need from registries to suspend a registrar?

ICANN (Internet Corporation for Assigned Names and Numbers) needs registries to implement blocking mechanisms to ensure that a suspended registrar is not able to create new Registered Names or initiate any inbound transfers of Register Names.

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21. How will registries be informed of registrar suspensions?

ICANN (Internet Corporation for Assigned Names and Numbers) will send the

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relevant registries a copy of the notice of suspension immediately after issuing the notice to the registrar and prior to posting on the ICANN (Internet Corporation for Assigned Names and Numbers) web site.

ICANN (Internet Corporation for Assigned Names and Numbers) will request that the relevant registries acknowledge receipt of the notice of suspension and confirm that blocking mechanisms will be implemented during the effective dates of the suspension.

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22. How should registries respond to inquiries about a suspended registrar?

Registries should direct inquirers to the suspension notice and the related FAQs published on ICANN (Internet Corporation for Assigned Names and Numbers)'s web site and, if appropriate, to the complaint system or email.

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23. Should registries process auto-renewals for suspended registrars?

Auto-renewals are not affected by suspension and thus can be processed under the normal course of business.

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24. Will there be a standard execution time?

Yes. The suspension execution time will be stated in the notice of suspension. For example: The registrar suspension is effective 17:00:00 (UTC/GMT) 15 February 2012 through 17:00:00 (UTC/GMC) 15 March 2012.

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25. If a registrar cures all breaches referenced in ICANN (Internet Corporation for Assigned Names and Numbers)'s notice of suspension, will the suspension period be shortened?

No. The suspension period referenced in the notice of suspension is fixed and will not be shortened.

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26. Under what circumstances will ICANN (Internet Corporation for Assigned Names and Numbers) consider extending the

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## suspension period?

The suspension period may be extended if: (1) the impacted registrar fails to cure all breaches and ICANN (Internet Corporation for Assigned Names and Numbers) must proceed with RAA (Registrar Accreditation Agreement) termination; or (2) it is determined that additional time will be provided to the registrar to cure all breaches.

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### 27. How will registries know if a registrar suspension will be extended or lifted?

ICANN (Internet Corporation for Assigned Names and Numbers) will provide registries notice before the suspension is scheduled to end, whether the suspension will be extended or lifted.

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### 28. How should registries report the status of a "suspended" registrar in their monthly reports to ICANN (Internet Corporation for Assigned Names and Numbers) and what additional tracking information should be reflected in the monthly reports once a registrar comes off of suspension?

At this time, no additional reporting or tracking concerning suspended registrars will be required in registry monthly reports.

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### 29. Will ICANN (Internet Corporation for Assigned Names and Numbers) indemnify a registry for actions taken in support of a registrar suspension?

No. Complying with terms of suspension is no different than complying with a termination and considered as a Registry Service under section 3.1(d) the Registry Agreement.

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### 30. Will suspended registrars be prohibited from complying with court orders pertaining to inbound transfers?

A suspended registrar will not be prohibited from complying with an order from a court of competent jurisdiction ordering the inbound transfer of domain name.

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## Questions related to Contractual Compliance Approach and Process

### 31. What is ICANN (Internet Corporation for Assigned Names and Numbers)'s Contractual Compliance Approach and Process?

ICANN (Internet Corporation for Assigned Names and Numbers) approach and process can be found at this link:

<https://www.icann.org/resources/pages/approach-processes-2012-02-25-en>

[\(/resources/pages/approach-processes-2012-02-25-en\)]((/resources/pages/approach-processes-2012-02-25-en)). ICANN (Internet Corporation for Assigned Names and Numbers), in collaboration with the different ICANN (Internet Corporation for Assigned Names and Numbers) stakeholders, implemented the Informal and Formal Resolution processes. The processes ensure consistency for all parties involved, including ICANN (Internet Corporation for Assigned Names and Numbers)'s global staff, contracted parties and complainants.

ICANN (Internet Corporation for Assigned Names and Numbers) undertakes various activities to ensure compliance with contractual obligations; some of the activities are a result of complaints, some are monitoring and others are audit-related.

The complaints are received by ICANN (Internet Corporation for Assigned Names and Numbers) upon submission by complainants using the web forms posted at this link: <https://www.icann.org/resources/pages/complaints-2013-03-22-en> [\(/resources/pages/complaints-2013-03-22-en\)]((/resources/pages/complaints-2013-03-22-en)) or via an email to [Compliance@ICANN \(Internet Corporation for Assigned Names and Numbers\).org](mailto:Compliance@ICANN.org) (<mailto:Compliance@ICANN.org>).

The monitoring activities are ICANN (Internet Corporation for Assigned Names and Numbers)-initiated, based in part on industry articles, social media postings, previous complaints, and trend analysis in an effort to proactively address any alleged failure to comply with contract terms.

Please refer to this link <https://www.icann.org/resources/pages/audits-2012-02-25-en> [\(/resources/pages/audits-2012-02-25-en\)]((/resources/pages/audits-2012-02-25-en)) to learn more about ICANN (Internet Corporation for Assigned Names and Numbers) Contractual Compliance Audit program and activities.

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### 32. What is the difference between the Informal resolution and Formal resolution process?

The Informal Resolution process allows ICANN (Internet Corporation for Assigned Names and Numbers)'s contractual compliance team to work closely with Registrars and Registries to help them understand their contractual obligations and overcome any contractual compliance challenges and issues

they may have. ICANN (Internet Corporation for Assigned Names and Numbers) attempts to resolve contractual compliance matters informally before pursuing formal remedies available under the agreements. ICANN (Internet Corporation for Assigned Names and Numbers) does not provide details regarding contractual compliance activities in the informal resolution phase, in the interest of facilitating open dialogue and resolution. In certain cases, when ICANN (Internet Corporation for Assigned Names and Numbers) determines that a contracted party must resolve a critical issue immediately, an escalated notice is sent. Failure to adequately respond to an escalated notice may result in a breach notice.

The Formal Resolution process, also known as the Enforcement Process, commences when contracted parties have either failed to sufficiently collaborate during the Informal Resolution process or otherwise continue to be noncompliant after attempts at informal resolution have been unsuccessful. Notices sent during the Formal Resolution process are published on <https://www.icann.org/resources/pages/notices-2012-02-25-en> ([/resources/pages/notices-2012-02-25-en](https://www.icann.org/resources/pages/notices-2012-02-25-en)), and ICANN (Internet Corporation for Assigned Names and Numbers) updates the progress of each enforcement action.

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### 33. What is the turn-around time during the contractual compliance Informal Resolution process?

ICANN (Internet Corporation for Assigned Names and Numbers) Contractual Compliance staff strives to address new complaints within 3-5 business days of receipt. The time it takes a contracted party to respond to contractual compliance matters in the informal resolution process varies. Depending on the type of complaint, a contracted party will have a certain number of days to respond to the complaint. The majority of complaint types follow a 5-5-5 business day deadline for each of the first three notices, respectively. In other words, there is a first notice with a 5 day deadline to respond; if not resolved, there is a second notice with a 5 day deadline to respond; and if not resolved, there is a third notice with a 5 day deadline to respond. There are exceptions to the 5-5-5 business day structure for the first three notices based on timelines set by ICANN (Internet

Corporation for Assigned Names and Numbers)'s agreements and consensus policies, and sometimes by other facts and circumstances. For example, Registrars have 15 business days to respond to a Whois Inaccuracy 1st Notice, and certain complaints have 24 hours turnaround (such as TEAC (Transfer Emergency Action Contact) and URS suspension complaints). When a 3rd notice deadline passes in the Informal Resolution process and compliance issues remain, escalated notices will follow, up to and including breach notices, the scope of which depends on the collaboration, completeness and remediation time from the contracted party.

The yearly average Received to Closed complaint turn-around time is 10.3 business days. Average complaint Turn-Around Time for July 2014 is:

Received to Closed	Received to Enforcement [Informal Process]	Enforcement to Closed [Formal Process]
16.6 business days	33 business days	42.3 business days

Metrics regarding the turn-around time of Registrars and Registries are shared with the community and posted in the outreach materials at <http://london50.icann.org/en/schedule/wed-compliance/presentation-compliance-25jun14-en.pdf> (<http://london50.icann.org/en/schedule/wed-compliance/presentation-compliance-25jun14-en.pdf>) [PDF, 2.41 MB].

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### 34. How does ICANN (Internet Corporation for Assigned Names and Numbers) manage the contractual compliance complaints?

ICANN (Internet Corporation for Assigned Names and Numbers) reviews all complaints it receives, regardless of the source, where the complaints are within the scope of agreement and consensus policies. ICANN (Internet Corporation for Assigned Names and Numbers) works constructively with Registrars and Registries to foster a culture of contractual compliance.

The consolidated complaints processing system that ICANN (Internet Corporation for Assigned Names and Numbers) uses to respond to complaints separates complaints by category. Certain complaints are automatically closed by the system, such as suspended domains in Whois inaccuracy complaints or if the complaint is outside the scope of the contracted party's contractual obligations to ICANN (Internet Corporation for Assigned Names and Numbers).

ICANN (Internet Corporation for Assigned Names and Numbers)'s contractual compliance department maintains working relationships with contracted parties and may engage with them informally regardless of whether there is a pending complaint. There does not need to be an open complaint for ICANN (Internet Corporation for Assigned Names and Numbers) to engage in dialogue with a contracted party.

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### 35. What are ICANN (Internet Corporation for Assigned Names and Numbers)'s role and responsibilities regarding alleged illegal activities on websites?

ICANN (Internet Corporation for Assigned Names and Numbers) accredits companies as domain name Registrars and works to ensure contractual

**EXHIBIT G**



TRANSMITTED VIA FACSIMILE, ELECTRONIC MAIL AND COURIER

16 February 2012

Mr. Serdar Acir

Contact Information Redacted

**RE: NOTICE OF SUSPENSION OF REGISTRAR'S ABILITY  
TO CREATE NEW REGISTERED NAMES OR  
INITIATE INBOUND TRANSFERS OF REGISTERED NAMES**

Dear Mr. Acir:

Be advised that Alantron Bilişim Ltd Şti.'s ("Alantron") ability to create new Registered Names or initiate inbound transfers of Registered Names is suspended pursuant to Section 2.1 of the Registrar Accreditation Agreement between Alantron and the Internet Corporation for Assigned Names and Numbers, dated 22 March 2010 ("RAA").

The suspension is effective 17:00:00 (UTC/GMT) 8 March 2012 through 17:00:00 (UTC/GMT) 6 April 2012, or longer if Alantron has not cured all outstanding breaches and demonstrated compliance on or before 28 March 2012. Consistent with Section 2.1 of the RAA, during the suspension period, Alantron must not:

1. Create new Registered Names for any TLD; or
2. Initiate or accept inbound transfers of Registered Names for any TLD.

This suspension is due to Alantron's failure to timely cure the breaches set forth in ICANN's Notice of Breach of RAA dated 7 November 2011 ("Notice of Breach") <http://www.icann.org/en/correspondence/burnette-to-acir-07nov11-en.pdf>. As of the date of this letter, Alantron's outstanding breaches include:

- a) Failure to maintain registration records pursuant to Section 3.4 of the RAA;
- b) Failure to make registration records available for inspection and copying upon reasonable notice by ICANN pursuant to Section 3.4 of the RAA; and
- c) Failure to timely pay accreditation fees pursuant to Section 3.9 of the RAA.



Please see the attached chronology for details. We also took into account Alantron's compliance record in the past two years, as this is Alantron's second breach in the past two years (16 April 2010) and there have been numerous non-compliance incidents, including repeated failures to deposit escrow data.

Alantron must immediately cure all outstanding breaches to remain an ICANN-accredited registrar. Alantron must demonstrate compliance ten days before the scheduled suspension period ends. Accordingly, Alantron must cure all outstanding RAA breaches on or before 28 March 2012. Failure to cure all outstanding breaches by 28 March 2012 will result in RAA termination and an extension of Alantron's suspension pending final termination.

To cure the outstanding breaches and demonstrate compliance with the RAA, ICANN demands that Alantron:

1. Implement a system to retain all required registration records and related correspondence with Registered Name Holders, as required by Section 3.4 of the RAA;
2. Provide proof of implementation on or before 28 March 2012; and
3. Pay all past due accreditation fees in the amount of \$4,335.31 by 28 March 2012.

### **Additional Concerns**

On 22 November 2011, in response to ICANN's request that Alantron cure the breaches set forth in ICANN's Notice of Breach, Alantron admitted that:

1. Its electronic domain name registration systems were deficient, resulting in two parties being notified that they had successfully registered the same domain name;
2. Its Whois server provided unreliable data reflecting Alantron's failure to update Whois records daily as required by Section 3.3.1 of the RAA; and
3. Its electronic domain name registration systems were not communicating with each other.

ICANN is requesting that Alantron provide specific data to allow ICANN to monitor Alantron's compliance with the RAA. Beginning 1 March 2012, and until further notice, please provide the following:

- A comprehensive list of all Registered Names under Alantron's management (this should be provided on the 1st day of every month); and



Mr. Serdar Acir – Notice of Suspension under Registrar Accreditation Agreement  
Alantron Bilişim Ltd Şti.  
Page 3 of 7

- Weekly summaries, to be provided every Tuesday, of domain name database changes (examples include, deletions, transfers out, changes in contact information, name server changes and renewals). The summary must include the name of every domain for which a change has been made and a description of the change. This information should be provided in a CSV file. See the attached document for additional information regarding the format ICANN is requesting Alantron use to provide this information.

### **Notice on Alantron's Web Site**

During the suspension period, Alantron must prominently display the following on its web site on all pages where Registrar Services, as defined by the RAA, are offered:

**No new registrations or inbound transfers will be accepted from 8 March 2012 through 6 April 2012.**

If you have any questions, please contact me at [stacy.burnette@icann.org](mailto:stacy.burnette@icann.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Stacy Burnette".

Stacy Burnette  
Director  
Contractual Compliance

cc VeriSign (.com, .net, .name)  
Neustar (.biz)  
PIR (.org)  
Afilias (.info)



### Chronology

Below is a chronology of our correspondence and other attempts to obtain records from Alantron demonstrating compliance with the RAA.

7 Nov. 2011	After several informal attempts to resolve non-compliance issues, ICANN sent a Notice of Breach to Alantron’s primary contact, Serdar Acir, via email at Contact Information Redacted , facsimile and postal mail. The Notice of Breach was based on Alantron’s failure to maintain and provide access to registration data. The Notice of Breach required Alantron to provide data demonstrating compliance by 28 November 2011.
10 Nov. 2011	Mr. Acir contacted ICANN, via email, and provided a “first draft” of Alantron’s response to ICANN’s Notice of Breach that included records purporting to demonstrate compliance with the RAA. Mr. Acir stated a “full” response would be provided soon.
11 Nov. 2011	<p>ICANN responded to Mr. Acir’s 10 November 2011 email message reminding Mr. Acir that Alantron must cure all breaches by 28 November 2011. ICANN advised Alantron that to cure the breaches and demonstrate compliance with Section 3.4 of the RAA, Alantron needed to provide the following documents and data concerning a specific domain name by 28 November 2011:</p> <ul style="list-style-type: none"><li>• The submission date and time, and the content, of all registration data (including updates and deletions) Alantron submitted to the .COM registry operator, VeriSign Inc.;</li><li>• Copies of Whois outputs and reasons for changes;</li><li>• Copies of all registration agreements;</li><li>• Copies of all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders; and</li><li>• Copies of all records of the accounts of all Registered Name Holders with Registrar, including dates and amounts of all payments and refunds.</li></ul> <p>ICANN further advised Mr. Acir that it was in Alantron’s best interest to provide complete information that clearly demonstrated compliance. The provision of partial, ambiguous information that did not demonstrate compliance may result in the loss of Alantron’s accreditation.</p>



15 Nov. 2011	Mr. Acir contacted ICANN, via email, stating that Alantron did not have all of the data requested in the Notice of Breach and that some of the data was in the possession of Snapnames.com. Mr. Acir further stated that ICANN was the only party that could request the data from Snapnames.com.
16 Nov. 2011	ICANN responded to Mr. Acir, via email and telephone, stating that ICANN would not request registration data from any entity other than Alantron, as Alantron is required to maintain all registration data concerning domain names managed by Alantron.
22 Nov. 2011	Mr. Acir contacted ICANN, via email, and provided a response to ICANN's Notice of Breach. Mr. Acir provided narratives and seemingly incomplete registration data. The data did not include evidence that registration contracts were consummated. However, the information included admissions that Alantron maintained two electronic registration systems that did not communicate, which resulted in two different parties being notified that they had successfully registered the same domain name. Additionally, the information stated that Alantron failed to timely update its Whois records.
29 Nov. 2011	ICANN contacted Mr. Acir, via email, requesting that he advise ICANN staff if specific data demonstrating that registration contracts were consummated was provided in the data sent to ICANN on 22 November 2011, as that information was not found.
30 Nov. 2011	Mr. Acir contacted ICANN, via email, advising that all of the data ICANN requested was provided on 22 November 2011.
7 Dec. 2011	ICANN contacted Mr. Acir, via telephone, to inform Mr. Acir that the information provided by Alantron to date did not demonstrate that Alantron was maintaining all required registration records, as the information provided only included copies of the registrar's registration contract, but no evidence demonstrating that specific registrants agreed to the terms of Alantron's registration contract. In that conversation, Mr. Acir admitted that Alantron had not provided the specific information requested by ICANN concerning registration contracts. ICANN sent an email message to Mr. Acir memorializing the telephone conversation and requesting that Alantron provide time stamped electronic logs reflecting the IP address of each registrant (or the registrant's agent) that registered a specific domain name and agreed to Alantron's registration contract to prove that Alantron is maintaining registration data as required by Section 3.4.2 of the RAA. Alantron was requested to



	provide this information within 24 hours.
8 Dec. 2011	Mr. Acir contacted ICANN, via email, requesting an additional 24 hours to respond to ICANN's request due to the size of the log files that needed to be reviewed.
9 Dec. 2011	Mr. Acir contacted ICANN, via email, and provided data in response to ICANN's 7 December 2011 request. The data provided did not demonstrate compliance with Section 3.4 of the RAA, as it did not demonstrate that Alantron maintained records regarding Registered Names Holders' registration contracts.
16 Dec. 2011	Mr. Acir contacted ICANN, via telephone, to discuss the data provided on 9 December 2011. ICANN advised Mr. Acir that the data he provided did not demonstrate compliance. Mr. Acir stated that perhaps there was a language problem because English was not his first language. The parties discussed having a telephone conference with an interpreter to assist with communication on 20 December 2011.
19 Dec. 2011	ICANN contacted Mr. Acir, via email, to advise that the meeting scheduled for 20 December 2011 was cancelled; however, ICANN would have a previous email message that set forth exactly what was needed to demonstrate compliance translated to Turkish and that notice would be provided to Mr. Acir as soon as possible.
23 Dec. 2011	ICANN staff with fluency in Turkish contacted Mr. Acir to communicate ICANN's data request in Turkish. Mr. Acir provided documents in response to this request; however, the documents did not demonstrate compliance with Section 3.4 of the RAA.
27 Dec. 2011	<p>ICANN sent Mr. Acir a compliance notice, via email, stating, among other things, that the documents provided on 23 December 2011 did not demonstrate compliance with Section 3.4 of the RAA. ICANN requested (in English and Turkish) that Alantron provide the following documents and data concerning a specific domain name to demonstrate compliance with Section 3.4 of the RAA:</p> <ul style="list-style-type: none"><li>• The submission date and time, and the content, of all registration data (including updates and deletions) Alantron submitted to the .COM registry operator, VeriSign Inc.;</li><li>• Copies of Whois outputs and reasons for changes;</li><li>• Copies of all registration agreements;</li><li>• Copies of all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders; and</li></ul>



	<ul style="list-style-type: none"><li>Copies of all records of the accounts of all Registered Name Holders with Registrar, including dates and amounts of all payments and refunds. A sample of the type of data that was requested was attached to the email message.</li></ul>
1 Jan. 2012	Mr. Acir sent ICANN a note, via email, stating that Alantron had given ICANN all of the documents it had concerning this issue.
4 Jan. 2012	Mr. Acir sent ICANN additional data, via email. This data included an admission that Alantron did not have records reflecting the dates and amounts of all payments and refunds concerning Registered Names Holders that registered domain names with Alantron through the batch pool process.
4 Jan. 2012	ICANN contacted Mr. Acir, via email, to get clarification regarding the data submitted on 4 January 2012, as it referenced records that were not included in the information provided.
4 Jan. 2012	Mr. Acir contacted ICANN, via telephone, to advise that there were no additional records and he was not sure why records were referenced that did not exist.
11 Jan. 2012	ICANN contacted Mr. Acir, via email and telephone, to inquire about non-working links contained in the data submitted on 4 January.
12 Jan. 2012	Mr. Acir sent ICANN a note, via email, stating that he needed time to go through Alantron's records to respond to ICANN's inquiry.
16 Jan. 2012	Mr. Acir contacted ICANN, via email, regarding ICANN's question about non-working links in the data provided on 4 January 2012. Mr. Acir advised that the relevant information that might be accessed through the non-working links in the document, was provided in text in another section of the document. Mr. Acir offered to provide any additional information needed.



10 June 2009

Mrs. Manita Malik  
Lead Networks Domains Pvt. Ltd.

## Contact Information Redacted

### RE: NOTICE OF BREACH OF REGISTRAR ACCREDITATION AGREEMENT

Dear Mrs. Malik:

Please be advised that as of 10 June 2009, Lead Networks Domains Pvt. Ltd. (“Lead Networks”) is in breach of the Internet Corporation for Assigned Names and Numbers (“ICANN”) Registrar Accreditation Agreement (“RAA”) for failure to comply with the RAA and Uniform Domain Name Dispute Resolution Policy (“UDRP”).

This letter highlights some of the many instances in which Lead Networks engaged in business conduct that failed to comply with the UDRP. More specifically, this letter provides clear examples that demonstrate when and how Lead Networks failed to comply with the following provisions of the UDRP and RAA:

1. RAA Section 3.4 (Retention of Registered Name Holder and Registration Data); and
2. Rules for UDRP, Rule 16(a) (Communication of Decision to Parties).

Failure to comply with the provisions of the UDRP is a breach of Section 3.8 of the RAA.

#### ICANN Investigation Summary

As Lead Networks is aware, in April 2009, ICANN commenced an investigation of Lead Networks’ business conduct concerning compliance with the UDRP. ICANN’s investigation focused on 61 UDRP proceedings in which prevailing complainants alleged Lead Networks failed to implement provider decisions as required under paragraph 4.k. of the UDRP. The cases involved domain names such as:

- **boyscoutofamerica.com**
- **baylormedicalhospital.com**
- **bankofamerica.comwwwcitibankonline.com and**
- **itunesdownload.com.**

During our investigation, ICANN determined that Lead Networks engaged in business conduct that demonstrates a lack of cooperation with ICANN, a pattern of questionable practices and noncompliance with the UDRP and disregard for the protection of registrants.



Lead Networks failed<sup>con</sup> to cooperate with ICANN's investigation in good faith. ICANN granted Lead Networks an extension to provide records by 5 May 2009. Lead Networks is required to maintain records and data pursuant to RAA Section 3.4. As of 8 June 2009, an entire month after the deadline, Lead Networks had not provided any records or an explanation for its failure to do so. ICANN found this particularly disconcerting considering Lead Networks' RAA expires 15 June 2009, coupled with the accusations regarding Lead Networks' conduct as described in a letter to ICANN from the World Intellectual Property Organization and complaints voiced by various members of the ICANN community.

ICANN received data from Lead Networks on 9 June 2009. This data arrived one month after the deadline, one week before an ICANN meeting and nearly one week before Lead Networks' RAA expires. However, ICANN believes that reviewing the data Lead Networks provided is in the best interests of protecting registrants and thus will extend Lead Networks' current RAA for 30 days while ICANN reviews the data and makes a final determination.

Failure to comply with RAA Section 3.4.2 (Retention of Registered Name Holder and Registration Data)

Lead Networks failed to comply with its contractual obligation to maintain data and produce it upon ICANN's request pursuant to RAA section 3.4.2. This section requires registrars to maintain all related correspondence with Registered Name Holders. The section reads;

3.4.2 During the Term of this Agreement and for three years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry Operator(s) and Registered Name Holders:

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry Operator(s);

3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registered Name Holders with Registrar, including dates and amounts of all payments and refunds.

On 16 April 2009, ICANN requested that Lead Networks provide all data required under section 3.4.2 for each domain name subject to our investigation. This data should include (though is in no way limited to) official documentation received from Registered Name Holders challenging UDRP panel decisions. Lead Networks did not provide this data for any of the domain names identified, nor did Lead Networks provide an explanation for failing to comply with ICANN's request.



Pursuant to section 3.4.3, Lead Networks is required to make these records available to ICANN upon reasonable notice. Lead Networks' failure to provide the registrant data to ICANN is a separate and independent breach of the RAA.

Because Lead Networks failed to cooperate with this aspect of the investigation, ICANN can only determine that Lead Networks failed to maintain the registration data as required under RAA Section 3.4.2. ICANN deems this conduct a breach of Lead Networks' obligations under Section 3.4.2 a separate and independent breach of the RAA.

#### UDRP Rule 16(a)

Lead Networks has admitted that it has never complied with UDRP Rule 16(a). Rule 16(a) requires the registrar to, "immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy." This rule places an affirmative obligation on registrars to communicate how they intend to implement Provider decisions in every case.

ICANN staff reviewed its records to locate Lead Networks' 16(a) notifications to ICANN and the parties concerning the 61 cases within ICANN's investigation, and could not locate a single instance in which Lead Networks communicated plans to implement the Provider decisions. Further, in an e-mail transmission from Lead Networks to ICANN, dated 29 May 2009, a Lead Networks representative indicated that Lead Networks was not aware of its obligations pursuant to Rule 16(a) prior to ICANN's investigation. The Lead Networks representative further admitted that because Lead Networks was unaware of the contractual obligation, Lead Networks has not engaged in the practice of communicating plans to implement Provider decisions as required by the UDRP.

Based on Lead Networks' willful and consistent failure to immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the UDRP, ICANN deems Lead Networks in breach of UDRP Rule 16(a) and by extension the Lead Networks RAA.

ICANN has previously expressed the importance of the notification required by UDRP Rule 16(a); it was one of the grounds for the notice of breach issued to Red Register, Inc. in May 2008 <<http://www.icann.org/correspondence/burnette-to-sundin-15may08.pdf>>. Again, the seriousness of this compliance issue is magnified in this case by the accusations regarding Lead Networks' conduct as described in

- a letter to ICANN from the World Intellectual Property Organization dated 9 April 2009 <<http://www.icann.org/correspondence/wilbers-to-jeffrey-09apr09-en.pdf>> (asserting that Lead Networks' conduct "undermines the efficacy of the UDRP in both spirit and letter."); and
- complaints voiced by various members of the ICANN community.

#### Conclusion



Lead Networks Notice of Breach  
10 June 2009  
Page 4

ICANN deems Lead Networks to be in breach of Sections 3.4 and 3.8 of the RAA, and UDRP rule 16(a). To protect registrants and assist in an orderly transition of domain names that Lead Networks sponsors, ICANN will extend Lead Networks RAA for 30 days to allow ICANN to review the data provided by Lead Networks on 9 June 2009. Should Lead Networks have questions or require assistance, please feel free to have representatives contact me at [stacy.burnette@icann.org](mailto:stacy.burnette@icann.org).

ICANN specifically reserves the right to pursue any and all other breaches besides those enumerated above, and nothing herein shall be deemed a waiver of that right.

Very truly yours,

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

Stacy Burnette  
Director, Contractual Compliance  
[stacy.burnette@icann.org](mailto:stacy.burnette@icann.org)



The Internet Corporation for Assigned Names and Numbers

17 September 2014

TRANSMITTED VIA ELECTRONIC MAIL, FACSIMILE, AND COURIER

James Archer  
Registration Technologies, Inc. (IANA # 321)  
Contact Information Redacted

Email: Contact Information Redacted

Fax Number: Contact Information Redacted

**RE: NOTICE OF BREACH OF REGISTRAR ACCREDITATION AGREEMENT**

Dear Mr. Archer,

Please be advised that as of 17 September 2014, Registration Technologies, Inc. (“Registration Technologies”) is in breach of its Registrar Accreditation Agreement (“RAA”) with the Internet Corporation for Assigned Names and Numbers (“ICANN”) dated 4 October 2010 (“RAA”). These breaches result from:

1. Registration Technologies’ failure to maintain and make available to ICANN registration records relating to dealings with the Registered Name Holder (“RNH”) of the domain name <alvideo.com>, pursuant to Sections 3.4.2 and 3.4.3 of the RAA;
2. Registration Technologies’ failure to allow the RNH of the domain name <alvideo.com> to transfer its domain registration to another registrar pursuant to Section 1 of the Inter-Registrar Transfer Policy (“IRTP”), or, alternatively, provide a valid reason for denial pursuant to Section 3 of the IRTP; and
3. Registration Technologies’ failure to provide the AuthInfo code within five calendar days to the RNH of the domain name <alvideo.com>, pursuant to Section 5 of the IRTP.

Please refer to the attachment for details regarding these breaches.

In addition, Registration Technologies has been deemed noncompliant in the following areas:

Los Angeles Offices: 12025 Waterfront Drive, Suite 300 • Brussels • Los Angeles, CA 90094 • Istanbul • USA • Montevideo • T +1 310 301 5800 • Singapore • F +1 310 823-8649 • Washington

<http://icann.org>



1. Failure to display a link to ICANN's Registrant Educational Information webpage, as required by Section 3.15 RAA; and
2. Failure to provide a policy consistent with the requirements of Section 2.1 of the Expired Registration Recovery Policy ("ERRP") to send expiration reminder notices approximately one week prior to expiration and within 5 days after expiration.

#### Additional Considerations

ICANN notes that Registration Technologies exhibits a pattern of non-responsiveness to transfer requests by RNHs and ICANN compliance notices. In addition, ICANN staff is often unable to contact Registrar Technologies via telephone during business hours in the United States.

ICANN requests that Registration Technologies cure the breaches by 8 October 2014, 15 business days from the date of this letter, by taking the following actions:

1. Provide copies of all written communications, including time-stamped communications, between Registration Technologies and the RNH of the domain name <alvideo.com>, including a copy of the registration agreement entered between Registration Technologies and the RNH, all renewal reminders, and all expiration notices sent to the RNH;
2. Provide the AuthInfo code to the RNH of the domain <alvideo.com>, and unlock the domains for transfer;
3. Clearly display a link to ICANN's Registrant Educational Information webpage on Registration Technologies' website;
4. Provide ICANN with a remediation plan, including dates and milestones, to ensure Registration Technologies will send out expiration reminder notices to the RNHs of domain names that it sponsors at the intervals required by the ERRP; and
5. Provide ICANN with corrective and preventative action(s), including implementation dates and milestones, to ensure that Registration Technologies will timely respond to ICANN and RNH inquiries.

If Registration Technologies fails to timely cure the breaches and provide the information requested by 8 October 2014, ICANN may commence the RAA termination process.



James Archer  
Registration Technologies, Inc.

Page 3 of 5

If you have questions or require assistance, please contact Owen Smigelski at [owen.smigelski@icann.org](mailto:owen.smigelski@icann.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "M Serad", is written over a light blue circular watermark.

Maguy Serad  
Vice President  
Contractual Compliance

Cc: John O. Jeffrey, General Counsel and Secretary



## ATTACHMENT

### Failure to retain registered name holder and registration data and failure to make such data available for inspection and copying

Sections 3.4.2 and 3.4.3 of the RAA requires registrars to maintain registered name holder and registration data, and to make those records available to ICANN upon reasonable notice. As detailed in the chronology below, ICANN sent Registration Technologies multiple notices requesting registration data and records. To date, Registration Technologies has not provided these documents. Registration Technologies' failure to maintain and provide the requested data and records is a breach of sections 3.4.2 and 3.4.3 of the RAA.

### Failure to provide AuthInfo Code within five calendar days of RNH request

Paragraph 5 of the IRTP requires registrars to provide the RNH with the unique AuthInfo code within five (5) calendar days of the RNH's initial request. Registration Technologies' failure to provide the AuthInfo code within five days of the RNH's request concerning domain name <alvideo.com> is a breach of Section 5 of the IRTP.

### Failure to allow RNH to transfer its domain name registration to another registrar or, alternatively, provide a valid reason for denying the transfer

Section 1 of the IRTP states that RNHs must be able to transfer their domain name registrations between registrars. Registrars may only deny a transfer request for the specific instances listed in Section 3 IRTP. Registration Technologies' failure to allow the transfer of the domain name <alvideo.com> or provide a valid reason for denial of transfer is a breach of the IRTP.

### Failure to display a link to ICANN's Registrant Education Information Webpage

Section 3.15 of the RAA requires registrars to clearly display a link to ICANN's Registrant Educational Information webpage on its website. Registration Technologies' failure to provide a link to ICANN's Registrant Educational Information webpage on its website is a breach of Section 3.15 of the RAA.

### Failure to send expiration reminder notices at required intervals

Section 2.1 of the ERRP requires registrars to notify the RNH of the expiration of a domain name at specific intervals. Pre-expiration reminder notices must be sent approximately one month prior to expiration and approximately one week prior to expiration. If a registration is not renewed by the RNH or deleted by the registrar, registrars must also send a post-expiration reminder notice within



five days after the expiration of the registration. Registration Technologies' website posts a policy that does not comply with Section 2.1 of the ERRP and the failure to send expiration reminder notifications at the required intervals is a breach of Section 2.1 of the ERRP.

**Chronology:**

Date of Notice	Deadline for Response	Details
19-Aug-2014	26-Aug-2014	ICANN sent 1st compliance notice via email to Contact Information Redacted No response received from Registrar.
27-Aug-2014	5-Sep-2014	ICANN sent 2nd compliance notice via email to Contact Information Redacted and Contact Information Redacted No response received from Registrar.
3-Sep-2014	N/A	ICANN spoke with Primary Contact on mobile number at [REDACTED] and provided complaint details. ICANN reminded Registrar that it must still respond to notices even if transfer was completed. Registrar acknowledged this obligation and ensured that the complaint would be addressed by the due date. No response received from Registrar.
8-Sep-2014	15-Sep-2014	ICANN sent 3rd compliance notice via email to Contact Information Redacted and Contact Information Redacted No response received from Registrar.
8-Sep-2014	N/A	ICANN sent 3rd compliance notice via fax to Contact Information Redacted . Fax successful.
11-Sep-2014	N/A	ICANN left detailed message for Primary Contact at Contact Information Redacted with complaint details and ICANN staff direct dial for any questions.
16-Sept-2014	N/A	ICANN conducted compliance check to determine other areas of noncompliance
17-Sept-2014	N/A	No response received from Registrar, and transfer has not been completed.



The Internet Corporation for Assigned Names and Numbers

15 January 2015

TRANSMITTED VIA ELECTRONIC MAIL, FACSIMILE, AND COURIER

Karun Jain  
Visesh Infotecnics Ltd. d/b/a Signdomains.com (IANA #249)  
Contact Information Redacted

Email: Contact Information Redacted

Fax: Contact Information Redacted

**RE: NOTICE OF BREACH OF REGISTRAR ACCREDITATION AGREEMENT**

Dear Mr. Jain

Please be advised that as of 15 January 2015, Visesh Infotecnics Ltd. d/b/a Signdomains.com (“Visesh Infotecnics”) is in breach of its Registrar Accreditation Agreement (“RAA”) with the Internet Corporation for Assigned Names and Numbers (“ICANN”) dated 19 July 2010 (“RAA”). This breach results from:

1. Visesh Infotecnics’ failure to timely pay past due accreditation fees in the amount of \$3,518.93, as required by Section 3.9 of the RAA.

Please refer to the attachment for details regarding this breach.

In addition, Visesh Infotecnics has been deemed noncompliant in the following areas:

1. Failure to clearly display on Visesh Infotecnics’ website, and include a link in its registration agreement to, its renewal fees, post-expiration renewal fees (if different) and redemption/restore fees, as required by Section 4.1 of the Expired Registration Recovery Policy (“ERRP”); and
2. Failure to display the correct ICANN logo on Visesh Infotecnics’ website, as required by the Logo License Appendix of the RAA.

Los Angeles  
Offices:

12025 Waterfront Drive, Suite 300  
Beijing • Brussels •

Los Angeles, CA 90094 USA  
Istanbul • Montevideo •

T +1 310 301 5800  
Singapore •

F +1 310 823-8649  
Washington

<http://icann.org>



ICANN requests that Visesh Infotecnics cure the breaches by 6 February 2015, 15 business days from the date of this letter, by taking the following actions:

1. Pay all past due accreditation fees of \$3,518.93;
2. Clearly display a link to renewal fees, post-expiration renewal fees (if different) and redemption/restore fees on Visesh Infotecnics' website and provide a link to the renewal fees, post-expiration renewal fees (if different) and redemption/restore fees in Visesh Infotecnics' registration agreement; and
3. Display the correct ICANN logo on Visesh Infotecnics' website in accordance with the Logo License Appendix of the RAA.

If Visesh Infotecnics fails to timely cure the breaches and provide the information requested by 6 February 2015, ICANN may commence the RAA termination process.

If you have questions or require assistance, please contact Owen Smigelski at [owen.smigelski@icann.org](mailto:owen.smigelski@icann.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "M Serad".

Maguy Serad  
Vice President  
Contractual Compliance

Cc: John O. Jeffrey, General Counsel and Secretary



## ATTACHMENT

### Failure to pay accreditation fees

Section 3.9 of the RAA requires registrars to timely pay accreditation fees to ICANN, consisting of yearly and variable fees. Visesh Infotecnics owes ICANN \$3,518.93 in past due accreditation fees, in breach of Section 3.9 of the RAA.

### Failure to clearly display a link to renewal fees, post-expiration renewal fees (if different) and redemption/restore fees on registrar's website

Section 4.1 of the ERRP requires registrars to make their renewal fees, post-expiration renewal fees (if different) and redemption/restore fees reasonably available to Registered Name Holders ("RNHs") and prospective RNHs at the time of registration of a gTLD name. At a minimum, these fees must be clearly displayed on the registrar's website and a link to these fees must be included in the registrar's registration agreements. Visesh Infotecnics' failure to provide a link or clearly display these fees is a breach of Section 4.1 of the ERRP.

### Failure to display correct ICANN-Accredited Registrar logo

The Logo License Appendix of the RAA requires registrars, if displaying the ICANN-Accredited Registrar logo, to use the logo displayed in the appendix. Visesh Infotecnics' use of a modified version of the ICANN-Accredited Registrar logo is a breach of the Logo License Appendix of the RAA.

### Chronology:

Date of Notice	Deadline for Response	Details
18-Aug-2014 30-Oct-2014 18-Nov-2014	N/A	ICANN sent detailed customer statements Visesh Infotecnics Ltd. d/b/a Signdomains.com regarding past due accreditation fees.
30-Oct-2014	6-Nov-2014	ICANN sent 1st compliance notice via email Contact Information Redacted . No response received from Registrar.
7-Nov-2014	14-Nov-2014	ICANN sent 2nd compliance notice via email to Contact Information Redacted and Contact Information Redacted NO response received from Registrar.



19-Nov-2014	N/A	ICANN called Primary Contact at <small>Contact Information Redacted</small> Number not in service. ICANN called primary mobile at [MOBILE REDACTED]. No answer and no ability to leave a message.
19-Nov-2014	26-Nov-2014	ICANN sent 3rd compliance notice via email to <small>Contact Information Redacted</small> and <small>Contact Information Redacted</small> No response received from Registrar.
19-Nov-2014	N/A	ICANN sent 3rd compliance notice via fax to +91 11 4761 3399. Fax was unsuccessful.
26-Nov-2014	N/A	ICANN called Primary Contact at <small>Contact Information Redacted</small> and primary contact mobile at [MOBILE REDACTED]. Both numbers were not in service.
29-Dec-2014	N/A	Registrar made partial payment; insufficient to demonstrate compliance.
12-Jan-2015	N/A	ICANN conducted compliance check to determine other areas of noncompliance.
15-Jan-2015	N/A	To date, the Registrar has failed to pay all past due fees.



The Internet Corporation for Assigned Names and Numbers

TRANSMITTED VIA FACSIMILE, ELECTRONIC MAIL, AND COURIER

13 September 2013

Chris Jeske  
Cheapies.com Inc. (IANA ID# 1039)  
Contact Information Redacted

Chris Jeske  
Cheapies.com Inc.  
Contact Information Redacted

Email: Contact Information Redacted  
Fax: Contact Information Redacted

**RE: NOTICE OF BREACH OF REGISTRAR ACCREDITATION AGREEMENT AND  
NOTICE OF SUSPENSION OF REGISTRAR'S ABILITY TO CREATE NEW  
REGISTERED NAMES OR INITIATE INBOUND TRANSFERS OF REGISTERED  
NAMES**

Dear Mr. Jeske:

Please be advised that as of 13 September 2013, Cheapies.com Inc. ("Cheapies.com") is in breach of its Registrar Accreditation Agreement ("RAA") with the Internet Corporation for Assigned Names and Numbers ("ICANN") dated 15 February 2011 ("RAA"). These breaches result from:

- Cheapies.com's failure to provide the Registered Name Holder ("RNH") of <ebookvortex.com> with the mandatory Standardized Form of Authorization ("FOA") at least 24 hours after receiving the transfer request from the Registry Operator.

Please refer to the attachment for details regarding this breach. In addition, Cheapies.com has been deemed noncompliant in the following areas:

- Cheapies.com's failure to display a link to ICANN's Registrant Rights and



Mr. Chris Jeske  
Cheapies.com Inc.  
Page 2 of 6

Responsibilities webpage on Cheapies.com's website, as required by Section 3.15 of the RAA.

#### Additional Consideration

A fax sent to Cheapies.com during the compliance process by ICANN was unsuccessful. The Primary Contact information in RADAR appears to be the same that was used in ICANN's 11 January 2013 Notice of Breach that was returned as "undeliverable" by the courier.

ICANN requests that Cheapies.com cure the breaches by 4 October 2013, 15 working days from the date of this letter, by taking the following actions:

1. Demonstrate to ICANN that Cheapies.com has remediated its systems to comply with the Intra-Registrar Transfer Policy ("IRTP"), specifically the FOA requirements of Section 3;
2. Display a link to ICANN's Registrant Rights and Responsibilities webpage on Cheapies.com's website, and on all websites on which Cheapies.com offers registration services, as required by Section 3.15 of the RAA; and
3. Provide ICANN with a primary contact update form duly completed and signed.

#### **Suspension of Registrar's Ability to Create New Registered Names or Initiate Inbound Transfers of Registered Names**

ICANN sent Cheapies.com Notices of Breach on 11 January 2013 and 18 January 2013. The current breach is the third breach for Cheapies.com within a twelve-month period. Accordingly, Cheapies.com's ability to create new Registered Names or initiate inbound transfers of Registered Names is suspended for 90 days pursuant to Section 2.1 of the RAA.

The suspension is effective 18:00:00 (UTC/GMT) 4 October 2013 through 18:00:00 (UTC/GMT) 2 January 2014, or longer if Cheapies.com has not demonstrated compliance on or before 2 January 2014. Consistent with Section 2.1 of the RAA, during the suspension period, Cheapies.com must not:

1. Create new Registered Names for any Top Level Domain ("TLD"); or



Mr. Chris Jeske  
Cheapies.com Inc.  
Page 3 of 6

2. Initiate or accept inbound transfers of Registered Names for any TLD.

The three breaches were primarily for (1) the failure of Cheapies.com to timely provide ICANN with copies of documents and information and (2) the failure of Cheapies.com to timely provide RNHs with access and information to manage their domain names.

ICANN also considered that during the complaint process, (1) Cheapies.com does not respond to ICANN inquiries until the deadline of third compliance notices, (2) ICANN staff is not able to contact Cheapies.com via telephone during business hours, and (3) Cheapies.com does not return voice messages left by ICANN staff.

To demonstrate compliance, Cheapies.com must provide ICANN with:

1. The root-cause of the failure(s);
2. Any short-term, corrective actions to address the failure's root cause; and
3. Any long-term, preventative actions to ensure that the failure(s) do not reoccur.

Cheapies.com must demonstrate compliance by 18 December 2013, fifteen days before the scheduled suspension period ends. Failure to demonstrate compliance by 18 December 2013 may result in RAA termination and an extension of Cheapies.com's suspension pending final termination.

#### **Notice on Cheapies.com's Website**

During the suspension period, Cheapies.com must prominently display the following on its website on all pages where Registrar Services, as defined by the RAA, are offered:

**No new registrations or inbound transfers will be accepted from 4 October 2013 through 2 January 2014.**



Mr. Chris Jeske  
Cheapies.com Inc.  
Page 4 of 6

If you have questions or require assistance, please contact Owen Smigelski at [owen.smigelski@icann.org](mailto:owen.smigelski@icann.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "M Serad".

Maguy Serad  
Vice President  
Contractual Compliance

Cc: John O. Jeffrey, General Counsel and Secretary  
VeriSign (.com, .net)  
Neustar (.biz)  
PIR (.org)  
Afilias (.info)



Mr. Chris Jeske  
Cheapies.com Inc.  
Page 5 of 6

### Attachment

#### Failure to Provide the FOA to the Registered Name Holder

Section 3 of the IRTP states that the FOA should be sent by the Registrar of Record to the RNH as soon as operationally possible, but must be sent not later than 24 hours after receiving the transfer request from the Registry Operator.

As detailed in the chronology below, ICANN sent multiple notices to Cheapies.com requesting that it provide copies of written communications with the RNH of the domain name <ebookvortex.com>. In response to the third compliance notice, Cheapies.com stated that no FOA was ever sent to the RNH.

#### Chronology:

Date of Notice	Deadline for Response	Details
16-Jul-13	23-Jul-13	ICANN sent first compliance notice via email to Contact Information Redacted . Registrar did not respond.
24-Jul-13	31-Jul-13	ICANN sent second compliance notice via email to Contact Information Redacted Registrar did not respond.
25-Jul-13	N/A	ICANN called registrar at Contact Information Redacted . Left a detailed voicemail. Registrar did not respond.
1-Aug-13	8-Aug-13	ICANN sent third compliance notice via email to Contact Information Redacted and attempted to send it via fax to Contact Information Redacted Fax unsuccessful.



Mr. Chris Jeske  
Cheapies.com Inc.  
Page 6 of 6

<b>Date of Notice</b>	<b>Deadline for Response</b>	<b>Details</b>
5-Aug-13	N/A	ICANN called registrar at <sup>Contact Information Redacted</sup> . Left a detailed voicemail. Registrar did not respond.
8-Aug-13	N/A	Registrar responded to ICANN's third compliance notice stating that the <i>AuthInfo</i> code had been sent to the RNH, but attached no documentation to its response.
14-Aug-13	21-Aug-13	ICANN sent a follow-up to third compliance notice requesting a copy of the email sent to the RNH containing the <i>AuthInfo</i> code and a copy of the FOA.
20-Aug-13	N/A	Registrar responded to ICANN follow-up to the third notice and provided system logs of the <i>AuthInfo</i> code retrieval. Registrar stated that no FOA was ever sent to the RNH.



The Internet Corporation for Assigned Names and Numbers

3 April 2015

TRANSMITTED VIA ELECTRONIC MAIL, FACSIMILE, AND COURIER

Adam Matuzich  
Homestead Limited dba Namevault.com (IANA #1428)  
Contact Information Redacted

Email: Contact Information Redacted  
Fax: Contact Information Redacted

**RE: NOTICE OF SUSPENSION OF REGISTRAR'S ABILITY TO CREATE NEW REGISTERED NAMES OR INITIATE INBOUND TRANSFERS OF REGISTERED NAMES**

Dear Mr. Matuzich,

This notice is sent to Homestead Limited dba Namevault.com ("Namevault") further to its Registrar Accreditation Agreement ("RAA") with the Internet Corporation for Assigned Names and Numbers ("ICANN") dated 8 August 2013 ("RAA").

Pursuant to Section 5.5.6 of the RAA, Namevault has been in fundamental and material breach of its obligations under the RAA at least three (3) times within a twelve (12) month period. ICANN issued notice of breach against Namevault on 9 April 2014, 1 October 2014 and 3 April 2015. Namevault's ability to create new Registered Names or initiate inbound transfers of Registered Names is suspended for 90 days pursuant to Section 5.7 of the RAA.

The suspension is effective 21 April 2015 at 00:00 UTC and will conclude on 20 July 2015 at 00:00 UTC, or longer if Namevault has not demonstrated compliance on or before 29 June 2015. Consistent with Section 5.7 of the RAA, during the suspension period, Namevault must not:

1. Create new Registered Names for any Top Level Domain ("TLD"); or
2. Initiate or accept inbound transfers of Registered Names for any TLD.

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To demonstrate compliance, Namevault must timely cure all the breaches identified in the notice of breach dated 3 April 2015 and provide the following to ICANN:

1. Provide ICANN with corrective and preventative action(s), including implementation dates and milestones, to ensure that Namevault will timely respond to ICANN and RNH inquiries with accurate information;
2. Provide ICANN with corrective and preventative action(s), including implementation dates and milestones, to ensure that Namevault will timely pay all accreditation fees; and
3. Demonstrate successful implementation of the corrective and preventative actions provided in the items above during the suspension period.

Failure to demonstrate compliance by 29 June 2015 may result in RAA termination and an extension to Namevault's suspension pending final termination.

#### **Notice on Namevault's Website**

During the suspension period, Namevault must prominently display the following on its website on all pages where Registrar Services, as defined by the RAA, are offered:

**No new registrations or inbound transfers will be accepted from 21 April 2015 through 20 July 2015.**

Please be advised that Namevault may be subject to escalated compliance action (including RAA termination) if ICANN receives additional information, either through complaints or its own monitoring, demonstrating that Namevault continues to violate the RAA or Consensus Policies, including failure to timely pay accreditation fees, after the suspension period ends.

If you have questions or require assistance, please contact Owen Smigelski at [owen.smigelski@icann.org](mailto:owen.smigelski@icann.org).

Sincerely,



Adam Matuzich  
Homestead Limited dba Namevault.com

Page 3 of 3

A handwritten signature in blue ink, appearing to read "M Serad". The signature is fluid and cursive, with the first letter being a large, stylized 'M'.

Maguy Serad  
Vice President  
Contractual Compliance

Cc: John O. Jeffrey, General Counsel and Secretary



The Internet Corporation for Assigned Names and Numbers

4 December 2014

TRANSMITTED VIA ELECTRONIC MAIL, FACSIMILE, AND COURIER

Gal Moran  
Black Ice Domains, Inc. (IANA #1017)  
Contact Information Redacted

Email: Contact Information Redacted  
Fax: <sup>Contact Information Redacted</sup>

**RE: NOTICE OF SUSPENSION OF REGISTRAR'S ABILITY TO CREATE NEW REGISTERED NAMES OR INITIATE INBOUND TRANSFERS OF REGISTERED NAMES**

Dear Mr. Moran,

This notice is sent to Black Ice Domains, Inc. ("Black Ice") further to its Registrar Accreditation Agreement ("RAA") with the Internet Corporation for Assigned Names and Numbers ("ICANN") dated 18 January 2011 ("RAA").

Pursuant to Section 5.3.4 of the RAA, Black Ice failed to cure breaches of the RAA within 15 working days after ICANN issued Black Ice a notice of breach on 3 September 2014. Additionally, pursuant to Section 2.1 of the RAA, Black Ice has been in fundamental and material breach of its obligations under the RAA at least three (3) times within a twelve (12) month period; on 5 February 2014, 3 September 2014 and 4 December 2014. Black Ice's ability to create new Registered Names or initiate inbound transfers of Registered Names is suspended for 90 days pursuant to Section 2.1 of the RAA.

The suspension is effective 19 December 2014 at 00:00 UTC and will conclude on 18 March 2015 at 00:00 UTC, or longer if Black Ice has not demonstrated compliance on or before 11 March 2015. Consistent with Section 2.1 of the RAA, during the suspension period, Black Ice must not:

1. Create new Registered Names for any Top Level Domain ("TLD"); or

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2. Initiate or accept inbound transfers of Registered Names for any TLD.

To demonstrate compliance, Black Ice must timely cure all the breaches identified in the notices of breach dated 3 September 2014 and 4 December 2014 and provide the following to ICANN:

1. Provide ICANN with corrective and preventative action(s), including implementation dates and milestones, to ensure that Black Ice will timely respond to ICANN inquiries; and
2. Timely pay all accreditation fees;

Failure to demonstrate compliance by 11 March 2015 may result in RAA termination and an extension to Black Ice's suspension pending final termination.

#### **Notice on Black Ice's Website**

During the suspension period, Black Ice must prominently display the following on its website on all pages where Registrar Services, as defined by the RAA, are offered:

**No new registrations or inbound transfers will be accepted from 19 December 2014 through 18 March 2015.**

If you have questions or require assistance, please contact Owen Smigelski at [owen.smigelski@icann.org](mailto:owen.smigelski@icann.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "M Serad", is written over a light blue circular watermark.

Maguy Serad  
Vice President  
Contractual Compliance

Cc: John O. Jeffrey, General Counsel and Secretary



The Internet Corporation for Assigned Names and Numbers

18 July 2014

TRANSMITTED VIA ELECTRONIC MAIL, FACSIMILE, AND COURIER

Darius Patel  
BRANDON GRAY INTERNET SERVICES INC. (dba NameJuice.com) (IANA # 636)  
Contact Information Redacted

Email: Contact Information Redacted  
Fax Number: Contact Information Redacted

**RE: NOTICE OF SUSPENSION OF REGISTRAR'S ABILITY TO CREATE NEW REGISTERED NAMES OR INITIATE INBOUND TRANSFERS OF REGISTERED NAMES**

Dear Mr. Patel,

This notice is sent to BRANDON GRAY INTERNET SERVICES INC. (dba "NameJuice.com") ("Brandon Gray") further to its Registrar Accreditation Agreement ("RAA") with the Internet Corporation for Assigned Names and Numbers ("ICANN") dated 12 February 2014 ("RAA").

Pursuant to Section 5.5.6 of the RAA, Brandon Gray has been in fundamental and material breach of its obligations under the RAA at least three (3) times within a twelve (12) month period; on 16 December 2013, 19 March 2014, and 18 July 2014. Brandon Gray's ability to create new Registered Names or initiate inbound transfers of Registered Names is suspended for 90 days pursuant to Section 5.7 of the RAA.

The suspension is effective 12 August 2014 at 00:00 UTC and will conclude on 17 October 2014 at 00:00 UTC, or longer if Brandon Gray has not demonstrated compliance on or before 10 October 2014.

Consistent with Section 5.7 of the RAA, during the suspension period, Brandon Gray must not:

1. Create new Registered Names for any Top Level Domain ("TLD"); or
2. Initiate or accept inbound transfers of Registered Names for any TLD.

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Istanbul • Montevideo •

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Singapore •

F +1 310 823-8649  
Washington

<http://icann.org>



To demonstrate compliance, Brandon Gray must timely cure all the breaches identified in the Notice of Breach dated 18 July 2014 and provide the following to ICANN:

1. Confirmation that Brandon Gray and its resellers cease sending marketing materials that are false or deceptive to Registered Name Holders with domains sponsored by registrars other than Brandon Gray during the suspension;
2. Evidence of preventative and corrective actions (including implementation dates) to ensure that Brandon Gray and/or its resellers do not subject Registered Name Holders to any false advertising, deceptive practices, or deceptive notices;
3. Written confirmation that, after the suspension, Registered Name Holders will not be subject to false advertising, deceptive practices, or deceptive notices by Brandon Gray or any of its resellers;
4. Modify Brandon Gray's and/or its resellers' marketing materials to comply with Section 3.12.7 of the RAA and Section 3 of Domain Name Registrants' Rights of the Registrants' Benefits and Responsibilities Specification ("RBRS");
5. Provide ICANN with copies of marketing material that will be sent to registrants by Brandon Gray and/or its reseller(s) for ICANN's review to determine compliance with the RAA, and modify such materials upon ICANN's request, until the materials comply with the RAA; and
6. Evidence of preventative and corrective actions (including implementation dates) to ensure that Brandon Gray's resellers comply with the RAA.

Failure to demonstrate compliance by 10 October 2014 may result in RAA termination and an extension of Brandon Gray's suspension pending final termination.

#### **Notice on Brandon Gray's Website**

During the suspension period, Brandon Gray must prominently display the following on its website on all pages where Registrar Services, as defined by the RAA, are offered:

**No new registrations or inbound transfers will be accepted from 12 August 2014 through 17 October 2014.**

Please be advised that Brandon Gray may be subject to escalated compliance action (including RAA termination) if ICANN receives additional complaints demonstrating that Registered Name Holders



are subject to false advertising, deceptive practices, or deceptive notices by Brandon Gray or any of its resellers after the suspension period ends.

If you have questions or require assistance, please contact Owen Smigelski at [owen.smigelski@icann.org](mailto:owen.smigelski@icann.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "M Serad", is written over a light blue circular watermark.

Maguy Serad  
Vice President  
Contractual Compliance

Cc: John O. Jeffrey, General Counsel and Secretary



The Internet Corporation for Assigned Names and Numbers

TRANSMITTED VIA FACSIMILE, ELECTRONIC MAIL, AND COURIER

8 October 2013

Kim Story  
Pacnames Ltd. (IANA ID# 103)  
Contact Information Redacted

E-mail: Contact Information Redacted  
Fax: Contact Information Redacted

**RE: NOTICE OF BREACH OF REGISTRAR ACCREDITATION AGREEMENT AND  
NOTICE OF SUSPENSION OF REGISTRAR'S ABILITY TO CREATE NEW  
REGISTERED NAMES OR INITIATE INBOUND TRANSFERS OF REGISTERED  
NAMES**

Dear Ms. Story,

Please be advised that as of 8 October 2013, Pacnames Ltd. ("Pacnames") is in breach of its Registrar Accreditation Agreement ("RAA") with the Internet Corporation for Assigned Names and Numbers ("ICANN") dated 26 February 2012 ("RAA"). These breaches result from:

1. Pacnames' failure to maintain registration records as required by Section 3.4.2 of the RAA; and
2. Pacnames' failure to make available to ICANN data and records for the 25 domains in Exhibit A of the Notice of Breach dated 5 August 2013, for the period 5 August 2010 to present, as required by Section 3.4.3 of the RAA.

Please refer to the attachment for details regarding these breaches. ICANN requests that Pacnames cure the breaches by 29 October 2013, 15 working days from the date of this letter, by taking the following actions:

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<http://icann.org>



Ms. Kim Story  
Pacnames Ltd.  
Page 2 of 8

For the 25 domains in Exhibit A, for the period 5 August 2010 to present, provide ICANN with the following:

1. For each domain name registration, the data elements listed in Sections 3.3.1.1 through 3.3.1.8 of the RAA and the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and any other Registry Data that Pacnames has submitted to the Registry Operator or placed in the Registry Database under Section 3.2 of the RAA;
2. The submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry Operator(s);
3. All written communications constituting registration applications, confirmations, modifications, and terminations and related correspondence with Registered Name Holders, including registration agreements; and
4. Records of the accounts of all Registered Name Holders with Pacnames, including dates and amounts of all payments and refunds.

Failure to cure the outstanding breaches by 29 October 2013 may result in RAA termination.

### **Suspension of Registrar's Ability to Create New Registered Names or Initiate Inbound Transfers of Registered Names**

ICANN sent Pacnames Notices of Breach on 10 June 2013 and 5 August 2013. The current breach is the third breach for Pacnames within a twelve-month period. Accordingly, Pacnames' ability to create new Registered Names or initiate inbound transfers of Registered Names is suspended for 90 days pursuant to Section 2.1 of the RAA.

The suspension is effective 18:00:00 (UTC/GMT) 1 November 2013 through 18:00:00 (UTC/GMC) 30 January 2014. Consistent with Section 2.1 of the RAA, during the suspension period, Pacnames must not:

1. Create new Registered Names for any Top Level Domain ("TLD"); or
2. Initiate or accept inbound transfers of Registered Names for any TLD.



Ms. Kim Story  
Pacnames Ltd.  
Page 3 of 8

The three breaches were primarily for (1) the failure of Pacnames to timely provide ICANN with copies of data and records and (2) the failure of Pacnames to timely provide Registered Name Holders (RNH) with access and information to manage their domain names.

To demonstrate compliance during the suspension, Pacnames must:

1. For those domains in Exhibit A still registered with Pacnames, provide ICANN with monthly updates for items 1-4 above. This should be provided on the 1st of the month for November 2013, December 2013, and January 2014; and
2. Timely and fully respond to all ICANN notices and RNH inquiries;

Failure to demonstrate compliance during the suspension may result in RAA termination and an extension of Pacnames' suspension pending final termination.

#### **Notice on Pacnames' Website**

During the suspension period, Pacnames must prominently display the following on its website on all pages where Registrar Services, as defined by the RAA, are offered:

**No new registrations or inbound transfers will be accepted from 1 November 2013 through 30 January 2014.**



Ms. Kim Story  
Pacnames Ltd.  
Page 4 of 8

If you have questions or require assistance, please contact Owen Smigelski at [owen.smigelski@icann.org](mailto:owen.smigelski@icann.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "MSerad". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Maguy Serad  
Vice President  
Contractual Compliance

Cc: John O. Jeffrey, General Counsel and Secretary  
VeriSign (.com, .net)  
Neustar (.biz)  
PIR (.org)  
Afilias (.info)



### Attachment

#### Failure to Make Data and Records Relating to Registered Name Holders Available to ICANN

Section 3.4.2 of the RAA requires Pacnames to maintain registration data and records relating to its dealings with RNHs and with the Registry Operator(s) for every domain name under Pacnames' management. Section 3.4.3 of the RAA requires Pacnames to make these data and records available to ICANN upon reasonable notice.

As detailed in the chronology below, ICANN sent a Notice of Breach on 5 August 2013 to Pacnames requesting registration data and records for the 25 domains listed in Exhibit A and monthly updates for domains still registered with Pacnames. To date, Pacnames has not provided these documents, data, or monthly updates.

#### Chronology:

Date of Notice	Deadline for Response	Details
5 August 2013	26 August 2013	ICANN sent a <a href="#">Notice of Breach</a> regarding <primarycaredoctors.com>, which included a request for data and records for 25 domains for data and monthly monitoring via email to Contact Information Redacted, fax to <sup>Contact Information Redacted</sup> , and courier.
6 August 2013	N/A	Registrar responded stating that the request for data and monitoring of the 25 domain names was an audit and burdensome.
7 August 2013	N/A	ICANN responded via email to Contact Information Redacted and Contact Information Redacted, reiterating that in order for the registrar to maintain its accreditation, it must provide the requested data and records for review and monitoring. Failure



Date of Notice	Deadline for Response	Details
		to do so will result in an escalated enforcement action.
26 August 2013	N/A	Registrar responded via email providing data and records for <primarycaredoctors.com>, but did not provide data and records for the 25 domains for review and monitoring, contending that it was an audit.
27 August 2013	N/A	ICANN responded via email to Contact Information Redacted and Contact Information Redacted acknowledging receipt of registrar's response.
30 August 2013	6 September 2013	ICANN responded to registrar via email to Contact Information Redacted and Contact Information Redacted, providing an extension for providing data and records for review and monitoring in light of registrar's collaboration regarding <primarycaredoctors.com>.
6 September 2013	N/A	Registrar responded to ICANN via email, providing data and records for the domain <primarycaredoctors.com>, but did not provide the requested data and records for the 25 domains for review and monitoring contending the request was an audit.
19 September 2013	N/A	ICANN responded via email to Contact Information Redacted and Contact Information Redacted acknowledging receipt of registrar's response and stating that a response would be sent once review was completed.



Ms. Kim Story  
Pacnames Ltd.  
Page 7 of 8

<b>Date of Notice</b>	<b>Deadline for Response</b>	<b>Details</b>
25 September 2013	2 October 2013	ICANN responded via email to Contact Information Redacted and Contact Information Redacted to clarify and address: (1) the review and monitoring is pursuant to Section 3.4.3 and not an audit pursuant to Section 3.14 as claimed by the registrar, (2) ICANN makes similar requests to other registrars, and (3) failure to supply the requested data and records by the deadline would result in a notice of breach against the registrar. ICANN proposed 2 times for a telephone conference call to discuss this matter further.
3 October 2013	N/A	Registrar responded with regrets to the invitation for a telephone conference call. Registrar did not provide the requested data and records regarding the 25 domains.



Ms. Kim Story  
Pacnames Ltd.  
Page 8 of 8

**EXHIBIT A - CONFIDENTIAL**

[REDACTED]