SPECIFICATION ON PRIVACY AND PROXY REGISTRATIONS

Until such time as ICANN establishes and implements a Privacy and Proxy Accreditation Program as referenced in Section 3.14 of the Registrar Accreditation Agreement, Registrar agrees to comply with the terms of this Specification.

1. Definitions. For the purposes of this Specification, the following definitions shall apply.

    1.1 "P/P Customer" means, regardless of the terminology used by the P/P Provider, the licensee, customer, beneficial user, beneficiary, or other recipient of Privacy/Proxy Services.

    1.2 "Privacy Service" means a service in which a Registered Name is registered to its beneficial user as the Registered Name Holder, but for which alternative, reliable contact information is provided by the P/P Provider or Registrar for use in the display of the Registered Name Holder's contact information in the Registration Data Service (Whois) output, or other services that directly or indirectly function substantially similarly.

    1.3 "Proxy Service" means a service where a Registered Name Holder licenses use of a Registered Name to the P/P Customer in order to provide the P/P Customer use of the domain name, and the Registered Name Holder's contact information is displayed in the Registration Data Service (Whois) rather than the P/P Customer's contact information, or other services that function directly or indirectly substantially similarly.

    1.4 "P/P Provider" is the provider, sponsor, licensor, or other offeror of Privacy/Proxy Services, including Registrar and Resellers, as applicable.

    1.5 "Privacy/Proxy Services" means, either, the Privacy Services or Proxy Services.

2. Obligations of Registrar. Registrar and its Affiliates are prohibited from, and shall prohibit Resellers and its Affiliates from, offering or making available any Privacy/Proxy Services used in connection with Registered Names sponsored by Registrar that do not follow the requirements described in this Specification.

3. Obligations Applicable to Privacy/Proxy Services. In addition to any other requirements of this Agreement, all Privacy/Proxy Services offered by or made available by Registrar are subject to the following requirements:

    3.1 Disclosure of Service terms. P/P Provider shall abide by, and shall publish documentation on the P/P Provider's website regarding the terms and conditions, including pricing information, as determined by the Registrar in its discretion applicable to its services that is clear, accurate, complete and not confusing, misleading or deceptive. Such documentation shall include the following:

        3.1.1   The identity of the P/P Provider.

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3.1.2   The circumstances under which the P/P Customer data may be revealed to a third party or to the public, and the procedures to be followed to request the reveal of such information.

3.1.3   The process to transfer the registered name to another Registrar and to renew the registrations at the end of registration period.

3.1.4   The circumstances under which the P/P Customer s' access to the registered name may be terminated, suspended or transferred away.

3.1.5   The process to be followed by the P/P Customer to request termination of the Privacy/Proxy services for a Registered Name and to publicly publish the P/P Customer's underlying data in the Registration Data Directory Service (WHOIS).

3.1.6   A description of the customer service handling processes available to Registered Name Holders regarding Proxy/Privacy Services, including a description of the processes for submitting complaints and resolving disputes.

3.1.7   A copy of the P/P Service agreement.

3.2 Abuse Contact and Duty to Investigate Reports of Abuse

3.2.1   P/P Provider shall maintain an abuse contact to receive reports of abuse involving Registered Names sponsored by Registrar, including reports of Illegal Activity. P/P Provider shall publish an email address to receive such reports on the home page of P/P Provider's website (or in another standardized place that may be designated by ICANN from time to time). P/P Provider shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse.

3.2.2   P/P Provider shall establish and maintain a dedicated abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which the P/P Provider is established or maintains a physical office. Well-founded reports of Illegal Activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by P/P Provider to take necessary and appropriate actions in response to the report. In responding to any such reports, P/P Provider will not be required to take any action in contravention of applicable law.

3.2.2   P/P Provider shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. P/Provider shall document its receipt of and response to all such reports. P/P Provider shall maintain the records related to such reports

for the shorter of three years or the longest period permitted by applicable law, and during such period, shall provide such records to ICANN upon reasonable notice.

3.3 <u>Escrow of Customer Information.</u> P/P Provider shall ensure the deposit in escrow of the identity and contact information of each of its P/P Customers as follows:

3.3.1 The following information shall be deposited into escrow: the name, postal address, e-mail address, and voice telephone number provided by the P/P Customer for each Registered Name covered by its Privacy/Proxy Services ("P/P Customer Information").

3.3.2 On a schedule, under the terms, and in the format specified by ICANN, P/P Provider shall submit an electronic copy of the P/P Customer Information for each Registered Name using its Privacy/Proxy Services, to Registrar for inclusion with Registrar's deposits under Section [3.60] of the RAA, or to a reputable escrow agent approved by ICANN under an agreement acceptable to ICANN, at P/P Provider's expense, among the P/Proxy Provider, ICANN, and the escrow agent.

3.4 <u>Obligation to Relay Correspondence.</u> Unless prohibited by law, P/P Provider shall promptly (within five (5) business days) relay or forward all allegations of malicious conduct, cybersquatting, and other illegal activities to the P/P Customer, except in instances the P/P Provider is notified that the relay of such allegations may jeopardize an ongoing civil or criminal investigation.