

## SPECIFICATION ON PRIVACY AND PROXY REGISTRATIONS

Until the earlier to occur of (i) January 1, 2017, and (ii) the date 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, and to require its Affiliates and Resellers to comply, with the terms of this Specification, provided that ICANN and the Working Group may mutually agree to extend the term of this Specification. This Specification may not be modified by ICANN or Registrar.

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 Services and Proxy Services.
  - 1.2 “Privacy Service” is a service by 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 for display of the Registered Name Holder’s contact information in the Registration Data Service (Whois) or equivalent services.
  - 1.3 “Proxy Service” is a service through which 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) or equivalent services rather than the P/P Customer’s contact information.
  - 1.4 “P/P Provider” or “Service Provider” is the provider of Privacy/Proxy Services, including Registrar and its Affiliates, as applicable.
2. Obligations of Registrar. For any Proxy Service or Privacy Service offered through the Registrar or its Affiliates, and used in connection with Registered Names Sponsored by the Registrar, the Registrar must require all P/P Providers to follow the requirements described in this Specification.
  - 2.1 Disclosure of Service Terms. P/P Provider shall publish the terms and conditions of its service (including pricing), on its website and/or Registrar’s website.
  - 2.2 Abuse/Infringement Point of Contact. P/P Provider shall publish a point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights).
  - 2.3 Disclosure of Identity of P/P Provider. P/P Provider shall publish its business contact information on its website and/or Registrar’s website.

- 2.4 Terms of service and description of procedures. The P/P Provider shall publish on its website and/or Registrar's website a copy of the P/P Provider service agreement and description of P/P Provider's procedures for handling the following:
  - 2.4.1 The process or facilities to report abuse of a domain name registration managed by the P/P Provider;
  - 2.4.2 The process or facilities to report infringement of trademarks or other rights of third parties;
  - 2.4.3 The circumstances under which the P/P Provider will relay communications from third parties to the P/P Customer;
  - 2.4.4 The circumstances under which the P/P Provider will terminate service to the P/P Customer;
  - 2.4.5 The circumstances under which the P/P Provider will reveal and/or publish in the Registration Data Service (Whois) or equivalent service the P/P Customer's identity and/or contact data; and
  - 2.4.6 A description of the support services offered by P/P Providers to P/P Customers, and how to access these services.
- 2.5 Escrow of P/P Customer Information. Registrar shall include P/P Customer contact information in its Registration Data Escrow deposits required by Section 3.6 of the Agreement. P/P Customer Information escrowed pursuant to this Section 2.5 of this Specification may only be accessed by ICANN in the event of the termination of the Agreement or in the event Registrar ceases business operations.
3. Exemptions. Registrar is under no obligation to comply with the requirements of this specification if it can be shown that:
  - 3.1 Registered Name Holder employed the services of a P/P Provider that is not provided by Registrar, or any of its Affiliates;
  - 3.2 Registered Name Holder licensed a Registered Name to another party (i.e., is acting as a Proxy Service) without Registrar's knowledge; or
  - 3.3 Registered Name Holder has used P/P Provider contact data without subscribing to the service or accepting the P/P Provider terms and conditions.