

**BOARD ACCOUNTABILITY MECHANISMS COMMITTEE  
(BAMC) RECOMMENDATION ON RECONSIDERATION REQUEST 25-2  
5 FEBRUARY 2026**

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**I. Introduction and Summary**

The Requestor, Nick Pelts, seeks reconsideration (“Request 25-2”)<sup>1</sup> of ICANN Contractual Compliance’s (“Contractual Compliance”) decision regarding Contractual Compliance Case No. 01462483 (“the Complaint”). In the Complaint, the Requestor asserted that an ICANN-accredited registrar and/or its domain name reseller had caused the Requestor’s “domain registration [to] expire[]” without proper “notices/reminders” and had “refused to provide [the Requestor] access to [his] files,”<sup>2</sup> which, the Requestor claimed, “violated [the registrar’s] obligations under the Expired Domain Deletion Policy and the Expired Registration Recovery Policy.”<sup>3</sup> The Requestor seeks reconsideration of conduct by ICANN staff because he alleges that Contractual Compliance “did not find that the registrar violated its obligations” and that it consequently “closed [the] complaint.”<sup>4</sup>

The Requestor seeks reconsideration on the basis that he “provided ICANN with information supporting [his] complaint [...] and, obviously, ICANN didn’t consider the key information/documents [...] or didn’t consider the records it maintained, were in its possession, or were under its control [...] and/or didn’t request the appropriate records.”<sup>5</sup> The Requestor therefore asks “ICANN to reverse its decision and determine that the registrar did violate [the]

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<sup>1</sup> Reconsideration Request 25-2 (“Request 25-2”), available at <https://www.icann.org/en/system/files/files/reconsideration-25-2-pelts-request-redacted-31oct25-en.pdf>.

<sup>2</sup> Request 25-2, at Att. 16 (Complaint #01462483), available at <https://www.icann.org/en/system/files/files/reconsideration-25-2-pelts-attachments-redacted-31oct25-en.pdf>.

<sup>3</sup> Request 25-2, at § 3. The Expired Domain Deletion Policy “has been incorporated” into the Registrar Accreditation Agreement. See Expired Domain Deletion Policy, at Introduction, available at <https://www.icann.org/en/contracted-parties/consensus-policies/expired-domain-deletion-policy/expired-domain-deletion-policy-01-01-2020-en>.

<sup>4</sup> Request 25-2, at § 3.

<sup>5</sup> *Id.* at § 8.

Expired Registration Recovery Policy (ERRP).<sup>6</sup> In conjunction with his request for a revised determination, the Requestor notes that “[he] could’ve used that ICANN’s [sic] resolution regarding [his] complaint in [his] litigation against domain name registrar, NameSilo, and/or domain name registrar reseller, Infosaic Technologies.”<sup>7</sup>

Pursuant to the reconsideration process, the Ombuds evaluated Request 25-2. After reviewing the relevant materials, the Ombuds concluded that “Contractual Compliance, per its established processes, policies and procedures, examined the Requestor’s Complaint, and justifiably and correctly [...] closed the Complaint because it determined that the Requestor was not the Domain’s Registered Name Holder” and, “thus, the Requestor was not entitled to any notices from the Registrar regarding the Domain.”<sup>8</sup>

Based on a review of all relevant materials, the Board Accountability Mechanism Committee (BAMC) concludes that Contractual Compliance’s closure of the Complaint was not based on a failure to consider any material information, but rather was appropriate because the relief requested was not within the scope of Contractual Compliance’s limited authority. Specifically, the materials provided by the Requestor showed that the Requestor was the “Domain User” but was not the “Registered Name Holder” or “Registrant” to whom the relevant notice obligations ran under the ERRP. Because, as Contractual Compliance noted in its 19 September 2025 email responding to the Complaint,<sup>9</sup> Contractual Compliance’s authority is limited “to the enforcement of the requirements outlined in the agreements that [ICANN] has with its contracted parties—registrars and registry operators,” Contractual Compliance had no authority to resolve a dispute that went beyond the requirements of the ERRP. Accordingly, the

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<sup>6</sup> *Id.* at § 9.

<sup>7</sup> *Id.* at § 6.

<sup>8</sup> ICANN Office of Ombuds Substantive Evaluation of Reconsideration Request 25-2, at 8 (“Ombuds Evaluation”), available at <https://www.icann.org/resources/pages/reconsideration-25-2-pelts-request-2025-11-11-en>.

<sup>9</sup> Request 25-2, at Att. 16 (email titled “Complaint Case Number 01462483 re: Domain Renewal/Redemption - hitechbuy.com (1 Domain) - Closed [ ref:!00D6106tJk.1500Rm0yEzAl:ref ],” 9 October 2025).

BAMC recommends that the Board deny Request 25-2.

## II. Factual Background

### A. The Requestor contends that the domain registration for the Domain expired and that the Requestor was unable to renew the Domain or gain access to associated files.

In Request 25-2, the Requestor asserts that he is the “actual [previous] registrant” of the domain name “www.hitechbuy.com” (the “Domain”), which he contends he registered through Infosaic Technologies (“Infosaic”), a domain name reseller for ICANN-accredited registrar NameSilo.<sup>10</sup> As support, the Requestor provided background materials reflecting his relationship with Infosaic.<sup>11</sup> These materials show that the Requestor was the Domain User for the Domain through Infosaic,<sup>12</sup> and that Infosaic, rather than the Requestor, was the registrant on file with NameSilo.<sup>13</sup>

According to the Requestor, he “was set up for auto payment for renewal of web hosting and renewal of domain registration” through Infosaic, but Infosaic “didn’t process [his] credit card when it was time to renew [his] web hosting and renew the domain registration” and “also didn’t send [him] an invoice or any notices/reminders about the domain expiration or any disconnection notices” in 2025.<sup>14</sup> Thus, his “domain registration expired in June[] 2025.”<sup>15</sup>

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<sup>10</sup> Request 25-2, at §§ 3, 8. Note that, in a 19 September 2025 email, Contractual Compliance asked the Requestor to “clarify whether [he] w[as] listed as the Registered Name Holder (or Registrant) for the domain name” as “in some of the attachments included with [his] complaint [...] [his] name appears as ‘Domain User,’ and not as ‘Registered Name Holder’ or ‘Registrant.’” Request 25-2, at Att. 18 (email titled “Re: Case Number 01462483 - Additional information for complaint re: Domain Renewal/Redemption hitechbuy.com (1 Domain) [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 19 September 2025).

<sup>11</sup> See Request 25-2, at Att. 1 (Billing Notification, 1 June 2020); see also Att. 7 (Infosaic portal messages, 6 March 2023); see also Att. 2 (Customer Receipt, 1 May 2024); see also Att. 5 (Infosaic Account Summary, 14 August 2025); see also Att. 6 (Infosaic Control Panel, 14 August 2025); see also Att. 9 (Infosaic Domains/Packages, 14 August 2024).

<sup>12</sup> Request 25-2, at Att. 16 (email titled “Complaint Case Number 01462483 re: Domain Renewal/Redemption - hitechbuy.com (1 Domain) - Closed [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 9 October 2025).

<sup>13</sup> Request 25-2, at Att. 7 (Infosaic portal messages, 6 March 2023 (Infosaic informing Requestor, “You don’t need to do anything at NameSilo.”)); Att. 14 (NameSilo Account Settings (listing Wathana Cheng at Infosaic as the “Default Contact” for the Domain)).

<sup>14</sup> Request 25-2, at Att. 16 (Complaint #01462483).

<sup>15</sup> *Id.*

The Requestor contends that this was contrary to Infosaic’s prior practices when his domain registration was set to expire.<sup>16</sup> The Requestor further asserted that Infosaic “refused to provide [him] access to [his] files” after the Domain expired.<sup>17</sup>

On 28 July 2025, the Requestor contends he contacted Infosaic through its portal to say that “[his] domain registration expired” despite the fact that he was “set up for automatic payments.”<sup>18</sup> The Requestor asserted that the expiration of the Domain under these circumstances violated Infosaic’s terms and conditions.<sup>19</sup> He asked if he could renew the hosting package or retrieve his files, but Infosaic responded that it “would not be able to renew [his] [D]omain at this time” and that it could not retrieve his files if the [D]omain was not renewed.<sup>20</sup> The Requestor asked “if [he] set up a new hosting plan at Infosaic [...] if [he] c[ould] get access to the uploaded files.”<sup>21</sup> On 5 August 2025, the Requestor emailed Infosaic regarding the same issues and Infosaic responded that it “would not be able to renew [his] [D]omain at this time” since “[d]omain name[s] can only be renewed within 30 days after their expiration, which is not the case here.”<sup>22</sup>

On 8 August 2025, the Requestor contacted NameSilo regarding “[his] hosting company” Infosaic “disconnecting [his] hosting” for the Domain.<sup>23</sup> He said “WHOIS history shows that the REGISTRAR for [the Domain] is NameSilo, LLC” and requested “contact info [...] for the present domain owner.”<sup>24</sup> He followed up asking “if [he] or [his company] c[ould] still renew/obtain [the Domain]” and indicating that Infosaic was “the web hosting [...]

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<sup>16</sup> See, e.g., Request 25-2, at Att. 3 (Disconnect Notice, 2 June 2020 (disconnect notice from Infosaic, which stated that “[i]n order to ensure that you continue receiving uninterrupted service please login to your control panel now to renew your hosting package”)).

<sup>17</sup> Request 25-2, at Att. 16 (Complaint #01462483).

<sup>18</sup> Request 25-2, at Att. 8 (Infosic portal messages, 28 July 2025).

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> Request 25-2, at Att. 4 (email titled “Support for Domain, [www.hitechbuy.com](http://www.hitechbuy.com),” 5 August 2025).

<sup>23</sup> Request 25-2, at Att. 10 (emails with NameSilo support, 8 August 2025).

<sup>24</sup> *Id.*

company that was registering [the Domain] on behalf of GlobalTech Electronics, Inc.”<sup>25</sup>

NameSilo “forwarded [the] message to the current owner so they c[ould] contact [the Requestor] directly” if they chose to, but refused to provide the Requestor with the current owner’s information.<sup>26</sup>

**B. The Requestor submitted a Complaint to Contractual Compliance, which was closed after Contractual Compliance found that the registrar had not violated its contractual obligations.**

On 14 August 2025, the Requestor submitted the Complaint to Contractual Compliance, alleging that NameSilo had violated the ERRP by failing to send him renewal reminders or expiration notices, as well as by failing to provide him a 30-day grace period following the expiration of his registration within which to recover the Domain.<sup>27</sup> On 15 August 2025, the Requestor sent a follow-up email further explaining his position, including stating that “domain name registration was included in the cost of my hosting plan at Infosaic” and attaching two documents regarding domain registration information: (1) a screenshot of BigDomainData on the WHOIS history of the Domain, showing NameSilo as “Registrar” and Infosaic (via April Sherry and Garry Vershinin) as the “Registrant” who “PURCHASED ON BEHALF OF CLIENT”; and (2) a screenshot of the ICANN Lookup registration data tool showing NameSilo as “Registrar” and another company (PrivacyGuardian.org llc) as current “Registrant.”<sup>28</sup> None of the Requestor’s provided documents list the Requestor or his company GlobalTech Electronics, Inc., as the registrant—rather, the provided documents consistently list Infosaic as the registrant for the Domain during the relevant time period.<sup>29</sup>

On 19 September 2025, Contractual Compliance emailed the Requestor in response to

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<sup>25</sup> *Id.*

<sup>26</sup> *Id.*

<sup>27</sup> Request 25-2, at Att. 16 (Complaint #01462483).

<sup>28</sup> Request 25-2, at Att. 11 (email titled “Complaint Case Number: 01462483 (More Info),” 15 August 2025).

<sup>29</sup> *Id.*

the Complaint and stated that ICANN “[did] not have the ability nor authority to transfer or otherwise return a domain to [him]” and that its “authority extends to the enforcement of the requirements outlined in the agreements that it has with its contracted parties – registrars and registry operators,” such that it had “no contractual authority to return the [D]omain name or instruct the registrar to return the [D]omain name to [the Requestor].”<sup>30</sup> Contractual Compliance briefly explained the requirements of the ERRP and requested three pieces of “evidence needed to address your complaint under the ERRP,” to be provided by 26 September 2025: (1) clarification that the Requestor was the registrant; (2) detailed explanation of the registrant’s “fail[ure] to comply with its obligations concerning the renewal/redemption of a domain name”; and (3) copies of communications with the registrar “so that ICANN can determine whether your concerns can be addressed under the Registrar Accreditation Agreement (RAA) and ICANN Consensus Policies.”<sup>31</sup>

The Requestor sent multiple follow-up emails to Contractual Compliance providing additional information. On 22 September 2025, the Requestor sent an email further explaining his relationship with Infosaic.<sup>32</sup> He pointed to the aforementioned documents that identified Infosaic as a registrant purchasing on behalf of a client and said “I’m that client.”<sup>33</sup> He said that “even if registrant info did not explicitly show my name when querying Domain WHOIS data, the registrar, NameSilo, had my name associated with the account with them.”<sup>34</sup> On 23 September 2025, the Requestor sent an email saying that “there was no special arrangement between [him] and [his] web hosting and domain registrar reseller company, Infosaic” (original

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<sup>30</sup> Request 25-2, at Att. 16 (email titled “Complaint Case Number 01462483 re: Domain Renewal/Redemption - hitechbuy.com (1 Domain) - Closed [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 9 October 2025).

<sup>31</sup> Request 25-2, at Att. 16 (email titled “Case Number 01462483 - Additional information for complaint re: Domain Renewal/Redemption - hitechbuy.com (1 Domain) [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 19 September 2025).

<sup>32</sup> Request 25-2, at Att. 17 (email titled “Re: Case Number 01462483 - Additional information for complaint re: Domain Renewal/Redemption hitechbuy.com (1 Domain) [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 22 September 2025).

<sup>33</sup> *Id.*

<sup>34</sup> *Id.*

underlining).<sup>35</sup> He said: “My arrangement with Infosaic Technologies was the same as anybody else’s general arrangement with them generally receiving free domain name registration when purchasing a web hosting package from them.”<sup>36</sup>

On 9 October 2025, Contractual Compliance emailed the Requestor to inform him that it had reviewed the Complaint and that it “did not find that the registrar violated its obligations under the Expired Domain Deletion Policy and the Expired Registration Recovery Policy.”<sup>37</sup> Contractual Compliance thus closed Case No. 01462483.<sup>38</sup>

**C. The Requestor submitted Reconsideration Request 25-2 seeking reconsideration of Contractual Compliance’s decision, and the Ombuds recommended that the BAMC propose to the Board that it deny Request 25-2.**

On 31 October 2025, the Requestor submitted Reconsideration Request 25-2, seeking reconsideration of Contractual Compliance’s decision regarding Case No. 01462483.<sup>39</sup> In support, the Requestor stated that he “provided ICANN with information supporting [his] complaint [...] and, obviously, ICANN didn’t consider the key information/documents [...] or didn’t consider the records it maintained, were in its possession, or were under its control [...] and/or didn’t request the appropriate records.”<sup>40</sup> Regarding the referenced records, the Requestor pointed to Section 3.4.3 of the Registrar Accreditation Agreement (“RAA”), which says: “Registrar shall make [certain] records [...] available for inspection and copying by ICANN upon reasonable notice.”<sup>41</sup> The Requestor alleged that Contractual Compliance did not

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<sup>35</sup> Request 25-2, at Att. 18 (email titled “Re: Case Number 01462483 - Additional information for complaint re: Domain Renewal/Redemption hitechbuy.com (1 Domain) [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 23 September 2025).

<sup>36</sup> *Id.*

<sup>37</sup> Request 25-2, at Att. 16 (email titled “Complaint Case Number 01462483 re: Domain Renewal/Redemption - hitechbuy.com (1 Domain) - Closed [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 9 October 2025).

<sup>38</sup> *Id.*

<sup>39</sup> Request 25-2.

<sup>40</sup> *Id.* at § 8.

<sup>41</sup> *Id.*; Registrar Accreditation Agreement, 2013, § 3.4.3, available at <https://www.icann.org/en/system/files/files/registrar-accreditation-agreement-21jan24-en.pdf>.

request all electronic records from the registrar necessary to reach a determination on the Complaint.<sup>42</sup> The Requestor further asked that ICANN “determine that the registrar did violate [the] Expired Registration Recovery Policy (ERRP) and resolve the issues in [the] complaint with the registrar accordingly.”<sup>43</sup> The Requestor cited “harm caused to [him] by ICANN’s inaction regarding [his] complaint,” including “not having an ICANN’s [sic] resolution that domain name registrar, NameSilo, through itself or through its reseller, Infosaic Technologies, violated Expired Registration Recovery Policy (ERRP) that [the Requestor] could use in [his] litigation against domain name registrar, NameSilo, and/or its reseller, Infosaic Technologies.”<sup>44</sup>

Pursuant to Article 4, Section 4.2(1) of the Bylaws,<sup>45</sup> ICANN transmitted Request 25-2 to the Ombuds for consideration, and the Ombuds accepted consideration of the request. The Ombuds determined that the Requestor “was, in fact, not the Registrant for the Domain” at any relevant time, but instead that, “[b]ased on the Requestor[’s] own Attachments (and again confirmed by Compliance), Infosaic *was* the Registrant for the Domain” during the relevant time period.<sup>46</sup> The Requestor thus had “*no* status as Registrant of the Domain entitling him to *any* Notices from the Registrar under the ERRP.”<sup>47</sup> Based on the materials provided by the Requestor and after a discussion with an informed Contractual Compliance subject matter expert for this Complaint, the Ombuds determined that “Contractual Compliance, per its established processes, policies and procedures, examined the Requestor’s Complaint, and justifiably and correctly [...] closed the Complaint.”<sup>48</sup> The Ombuds also found that “Compliance considered the Requestor’s Complaint carefully, considering only the material

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<sup>42</sup> Request 25-2, at § 3.

<sup>43</sup> *Id.*

<sup>44</sup> *Id.* at § 10.

<sup>45</sup> ICANN Bylaws, 9 Jan. 2025, Art. 4, §§ 4.2(1), available at <https://www.icann.org/en/governance/bylaws>.

<sup>46</sup> Ombuds Evaluation, at 6.

<sup>47</sup> *Id.*

<sup>48</sup> *Id.* at 8.

information available to it” and that there was “no evidence whatsoever that Compliance closed the Complaint based on any reliance on false or inaccurate information.”<sup>49</sup> Therefore, the Ombuds “recommend[ed that] the BAMC propose to the Board that it deny Request 25-2.”<sup>50</sup>

### **III. Standard of Review**

Article 4, Sections 4.2(a) and (c) of ICANN’s Bylaws provide, in relevant part, that “any person or entity materially affected by an action or inaction of the ICANN Board or Staff [...] may submit a request for reconsideration or review of an ICANN action or inaction [...] to the extent the Requestor has been adversely affected by:

- (i) One or more Board or Staff actions or inactions that contradict ICANN’s Mission, Commitments, Core Values and/or established ICANN policy(ies);
- (ii) One or more actions or inactions of the Board or Staff that have been taken or refused to be taken without consideration of material information, except where the Requestor could have submitted, but did not submit, the information for the Board’s or Staff’s consideration at the time of action or refusal to act; or
- (iii) One or more actions or inactions of the Board or Staff that are taken as a result of the Board’s or Staff’s reliance on false or inaccurate relevant information.”<sup>51</sup>

The BAMC reviews each reconsideration request upon its receipt to determine if it is sufficiently stated.<sup>52</sup> Where the BAMC determines a request is sufficiently stated, the BAMC reviews the request on the merits and provides a recommendation to the Board.<sup>53</sup> Denial of a reconsideration request is appropriate if the BAMC recommends and the Board determines that the requestor has not satisfied the reconsideration criteria set forth in the Bylaws.<sup>54</sup>

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<sup>49</sup> *Id.* at 8.

<sup>50</sup> *Id.*

<sup>51</sup> ICANN Bylaws, 9 Jan. 2025, Art. 4, §§ 4.2(a) and (c).

<sup>52</sup> *Id.* § 4.2(k).

<sup>53</sup> *See id.* § 4.2(e).

<sup>54</sup> *Id.*

#### **IV. Analysis and Rationale**

The Requestor requests reconsideration on the basis that Contractual Compliance improperly closed the Complaint without considering material information and therefore failed to take necessary steps to enforce the RAA and the ERRP. Based on a review of all relevant materials, the BAMC concludes that the closure of the Complaint was not based on a failure to consider any material information, but rather the closure was appropriate because the relief requested was not within the scope of Contractual Compliance’s limited authority.

The Requestor’s contentions regarding the Registrar’s alleged violations of the RAA and the ERRP are premised on his claim that he was the registrant for the Domain, since the relevant provisions of the RAA and ERRP address the relationship between the registrar and the registrant, not other third-party users or licensees of a domain name. Specifically, Section 2.1 of the ERRP requires that expiration reminder notices must be sent at designated intervals to the “registered name holder” of an account before cancellation – it does not require that notices be sent to any third party, such as the user of the domain.<sup>55</sup> Similarly, Section 3.1 of the ERRP provides for a 3-day Redemption Grace Period for registration to be restored after deletion, but only “at the request of the RAE [Registrant at Expiration] by the registrar that deleted it.”<sup>56</sup> Further, Section 3.7.7 of the RAA specifically provides that “[a]ny Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record.”<sup>57</sup>

Thus, on 19 September 2025, in its response to the Complaint, Contractual Compliance asked the Requestor to “clarify whether [he] w[as] listed as the Registered Name Holder (or Registrant) for the [D]omain name” because “in some of the attachments included with [his]

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<sup>55</sup> Expired Registration Recovery Policy, at § 2.1, available at <https://www.icann.org/en/contracted-parties/consensus-policies/expired-registration-recovery-policy/expired-registration-recovery-policy-28-02-2013-en>.

<sup>56</sup> *Id.* at § 3.1.

<sup>57</sup> Registrar Accreditation Agreement, at § 3.7.7.

complaint [...] [his] name appears as ‘Domain User,’ and not as ‘Registered Name Holder’ or ‘Registrant.’”<sup>58</sup> The Requestor provided no other materials to indicate that he was the registrant. Rather, his communications to Contractual Compliance confirm that he was not the registrant. For example, the Requestor indicated that Infosaic “registered [his] [D]omain,”<sup>59</sup> referred to “hosting with Infosaic,”<sup>60</sup> shared a screenshot listing himself as the “Domain User” of the Domain,<sup>61</sup> and shared a screenshot listing Infosaic as the “Default Contact” of the Domain.<sup>62</sup> While the Requestor states that he was the client on whose behalf Infosaic purchased the Domain, he also notes that this was a standard reseller-customer relationship that “was the same as anybody else's general arrangement with [Infosaic] generally receiving free domain name registration when purchasing a web hosting package from them.”<sup>63</sup> This provides no indication that the Requestor was anything other than a typical customer of the registrant. Thus, although the Requestor claims that “[he] was the actual registrant,”<sup>64</sup> this is not reflected in the materials that he provided with Request 25-2.

The attachments to the Request confirm that the Requestor was not the registrant. Screenshots of WHOIS history of the Domain data and ICANN Lookup registration data identify Infosaic (via April Sherry and Garry Vershinin) and PrivacyGuardian.org llc as “Registrant” at different times, but do not mention the Requestor.<sup>65</sup>

In short, the materials the Requestor provided to Contractual Compliance, as well as

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<sup>58</sup> Request 25-2, at Att. 16 (email titled “Complaint Case Number 01462483 re: Domain Renewal/Redemption - hitechbuy.com (1 Domain) - Closed [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 9 October 2025).

<sup>59</sup> Request 25-2, at Att. 7 (Infosaic portal messages, 6 March 2023).

<sup>60</sup> Request 25-2, at Att. 1 (Billing Notification, 1 June 2020).

<sup>61</sup> Request 25-2, at Att. 5 (Infosaic Account Summary, 14 August 2025); Att. 6 (Infosaic Control Panel, 14 August 2025).

<sup>62</sup> Request 25-2, at Att. 14 (NameSilo Account Settings).

<sup>63</sup> Request 25-2, at Att. 18 (email titled “Re: Case Number 01462483 - Additional information for complaint re: Domain Renewal/Redemption hitechbuy.com (1 Domain) [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 23 September 2025).

<sup>64</sup> Request 25-2, at Att. 17 (email titled “Re: Case Number 01462483 - Additional information for complaint re: Domain Renewal/Redemption hitechbuy.com (1 Domain) [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 22 September 2025).

<sup>65</sup> Request 25-2, at Att. 10 (emails with NameSilo support, 8 August 2025).

those submitted in connection with Request 25-2, confirm that Infosaic (not the Requestor) was the registrant. Thus, under the terms of the RAA and the ERRP, NameSilo was required to send expiration reminder notices and provide the requisite grace period to Infosaic, not to the Requestor. Neither the RAA nor the ERRP impose any obligations on NameSilo (as the registrar) or Infosaic (as the registrant) to a third-party domain user like the Requestor.

To the extent the Requestor contends that Infosaic or NameSilo had obligations to him despite the fact that he was not the registrant—for example, to the extent that the Requestor claims that Infosaic violated its terms of service in a separate agreement between Infosaic and the Requestor—those claims go beyond the scope of Contractual Compliance’s authority. As Contractual Compliance noted in its 19 September 2025 email responding to the Complaint, Contractual Compliance’s “authority extends to the enforcement of the requirements outlined in the agreements that [ICANN] has with [ICANN’s] contracted parties – registrars and registry operators.”<sup>66</sup> Contractual Compliance is unable to intervene in disputes between registrants, such as Infosaic, and third parties, such as the Requestor. Therefore, Contractual Compliance appropriately closed the Complaint. And because Contractual Compliance considered all material information when it closed the Requestor’s Complaint, reconsideration is not warranted.

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<sup>66</sup> Request 25-2, at Att. 16 (email titled “Complaint Case Number 01462483 re: Domain Renewal/Redemption - hitechbuy.com (1 Domain) - Closed [ ref:!00D6106tJk.!500Rm0yEzAl:ref ],” 9 October 2025).

## **V. Recommendation**

The BAMC has considered the merits of Request 25-2, as well as all relevant information provided and the Ombuds Evaluation. Based on the foregoing, the BAMC concludes that the closure of the Complaint was not based on a failure to consider any material information, but rather was appropriate given the limitations on the scope of Contractual Compliance's authority. Accordingly, the BAMC recommends that the Board deny Request 25-2.