EXHIBIT 6
INTRODUCTION

WELCOME TO THE VOLUNTEER COMMUNITY OF THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN). ICANN IS AN INTERNATIONAL AND NOT-FOR-PROFIT ORGANIZATION THAT BRINGS TOGETHER INDIVIDUALS, INDUSTRY, NON-COMMERCIAL AND GOVERNMENT REPRESENTATIVES TO DISCUSS, DEBATE AND DEVELOP POLICIES ABOUT THE TECHNICAL COORDINATION OF THE INTERNET’S DOMAIN NAME SYSTEM.

THIS BEGINNER’S GUIDE IS DESIGNED TO PROVIDE YOU WITH THE TOOLS AND RESOURCES YOU NEED TO BE AN EFFECTIVE PARTICIPANT IN ICANN’S COMMUNITY-BASED POLICY-MAKING PROCESS.
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What is ICANN?

ICANN is a not-for-profit, public-benefit organization formed in 1998. Its staff operates the Internet’s Domain Name System, coordinates allocation and assignment of the Internet’s unique identifiers, such as Internet Protocol addresses, accredits generic top-level domain (gTLD) name registrars, and helps facilitate the voices of volunteers worldwide who are dedicated to keeping the Internet secure, stable and interoperable. ICANN promotes competition in the domain name space and helps develop Internet policy.

How is ICANN organized?

At the heart of ICANN’s policy-making is what is called a “multistakeholder model.” This decentralized governance model places individuals, industry, non-commercial interests and government on an equal level. Unlike more traditional, top-down governance models, where governments make policy decisions, the multistakeholder approach used by ICANN allows for community-based consensus-driven policy-making. The idea is that Internet governance should mimic the structure of the Internet itself – borderless and open to all.

While the ICANN Board of Directors has the ultimate authority to approve or reject policy recommendations, Supporting Organizations (SOs) are responsible for developing and making policy recommendations to the Board. Advisory Committees (ACs) advise the ICANN Board and, in certain cases, can raise issues for policy development. The SO/ACs are described in more detail later in this booklet.

ICANN staff is responsible for executing and implementing policies developed by the ICANN community and adopted by the ICANN Board.

The ICANN Ombudsman is an independent, impartial and neutral person contracted to ICANN, with jurisdiction over problems and complaints made about decisions, actions or inactions by ICANN, the Board of Directors, or unfair treatment of a community member by ICANN staff, Board or a constituency body.

The Nominating Committee is a team of community volunteers responsible for the selection of eight ICANN Board members, and portions of the At-Large Advisory Committee, the Country Code Names Supporting Organization and the Generic Names Supporting Organization.

How can I voice my opinion?

At each ICANN meeting, anyone can make comments and ask questions on the main topics directly to the Board at the Public Forum. During the Public Forum, you may speak on behalf of your organization or as an individual.

The Public Forum usually lasts several hours on Thursday afternoon of every ICANN meeting. Commenters line up behind a microphone that is placed near the front of the room to ask a question or make a comment. Attendees are encouraged to be brief and concise to enable as many perspectives to be heard as possible. You don’t have to be physically present to participate – you can follow along online via ICANN’s Remote Participation services and submit questions or comments to be read out in the meeting room by a staff member.

You can also provide feedback through public comment periods. See page 4.
What Happens at an ICANN Meeting?
ICANN holds three international public meetings each calendar year in different regions of the globe. One meeting each year is also the organization’s annual general meeting, during which new Board members take their seats.

Usually comprised of more than 200 different sessions, the week-long meeting is a focal point for individuals and representatives of the different ICANN stakeholders (either attending in-person or participating remotely) to introduce and discuss issues related to ICANN policy. In most cases anyone may speak, but in a few cases you may need to be a member of a particular group. If you are uncertain of the rules during a session, simply ask the session leader if you may speak.

Meetings are open to everyone and registration is free, but you are responsible for your own travel and lodging. ICANN offers limited financial assistance to members of its Supporting Organizations and Advisory Committees. Also, there is a Fellowship program for selected candidates from developing countries who otherwise could not afford to attend in-person.

If you cannot physically attend a meeting, ICANN offers a variety of services to ensure that the power of participation is just a click away. Virtual meeting rooms are available for nearly all sessions with access to meeting materials, a chat room and for larger or general sessions, video and/or audio streaming and live transcription.

Learn more at [http://meetings.icann.org/remote-participation](http://meetings.icann.org/remote-participation).

Though English is the main language at ICANN meetings, translation, scribing and interpretation are available at certain sessions. Many documents are made available in Arabic, Chinese, French, Russian and Spanish.

Each meeting has a dedicated web site with a frequently updated meeting schedule, venue map, information on the local area and social events.

Newcomers’ Program at ICANN Meetings
ICANN welcomes Newcomers into its multistakeholder process through a special orientation program during its meetings. First launched at ICANN 40 in March 2011, the Newcomers’ Program is a starting point for understanding ICANN and its community, what it does and how the system works. It also helps Newcomers engage with the ICANN community and participate effectively so that they leave the meeting well informed and willing to come back.
Newcomers' Sunday Track
On the Sunday before the meeting begins, ICANN holds a series of training sessions – usually between 10:00 and 18:00 – just for Newcomers. Among the topics covered are an introduction to ICANN, how to use ICANN engagement tools, how the community interacts during and in between meetings, and much more. Participation and Engagement staff coordinate these sessions, and various ICANN staff conduct them, depending on the expertise subject matter.

Newcomers' Lounge
First-time attendees can relax, get information and interact with staff and Fellowship Program alumni volunteers at the Newcomers' Lounge. Helping to alleviate any first-time meeting anxiety, these mentors provide hands-on support, guidance and introductions to community members, the ICANN structure and process, and advice on sessions of interest. The Lounge is open from Saturday to Wednesday during ICANN meetings.

Public Comment Periods at ICANN
A vital element in ICANN’s processes is the opportunity for public comment on each substantial piece of work before it is considered for approval. These topics can be operational (such as budget or strategic planning), technical (such as security reports and recommendations) or policy-oriented (such as Bylaw changes).

The following principles guide the public comment process:

- Each item posted for public comment is available for a minimum of 21 days.
- If comments are received, then at the close of the comment period, a reply period begins, lasting a minimum of 21 days.
- If no substantive comments are received during the comment period, then there will be no reply period.
- During the reply period, participants should address previous comments submitted; new posts concerning the topic should not be introduced. When constructing replies, contributors are asked to cite the original poster's name, comment date, and any particular text that is pertinent.

You can find a list of all topics open for public comment on a dedicated public comment page (http://www.icann.org/en/news/public-comment). The page includes links to relevant announcements, documents, comment locations, and reference sources with full descriptions and background information.

After the comment period is closed, staff publishes a comment summary report that is archived along with all public comment documentation and comments received.

The Fellowship Program provides grants to members of the global Internet community who would otherwise be unable to attend. Fellows come from ccTLDs, governments, civil society, the business community and academia. Learn more at http://www.icann.org/en/about/participate/fellowships.
ICANN Board of Directors

An internationally diverse Board of Directors oversees the policy development process and ICANN governance. The Board has 16 voting members and five non-voting liaison representatives. ICANN’s President serves as an ex officio, voting member of the Board.

The Address Supporting Organization (ASO), the Country Code Names Supporting Organization (ccNSO) and the Generic Names Supporting Organization (GNSO) each select two voting members of the Board. The At-Large Advisory Committee (ALAC) in conjunction with the Regional At-Large Organizations (RALOS) selects one voting member. A Nominating Committee selects the remaining eight voting members.

Non-voting liaisons to the Board provide technical advice to inform Board decision-making. ICANN’s Governmental Advisory Committee (GAC), Root Server System Advisory Committee (RSSAC) and Security & Stability Advisory Committee (SSAC) each appoint a Board liaison. ICANN’s Technical Liaison Group appoints a liaison to the Board, as does the Internet Engineering Task Force, which is an international and decentralized organization that develops and designs standards for the Internet system.

SUPPORTING ORGANIZATIONS

ICANN has three Supporting Organizations that develop and recommend policies concerning the Internet’s technical management within their areas of expertise.

They are the Address Supporting Organization (ASO), the Country Code Names Supporting Organization (ccNSO) and the Generic Names Supporting Organization (GNSO).

Address Supporting Organization

What is the Address Supporting Organization?

An advisory body to the ICANN Board on global policy issues relating to the operation, allocation and management of Internet Protocol addresses, the Address Supporting Organization (ASO) is comprised of representatives of five autonomous Regional Internet Registries (RIRs). These RIRs manage regional distribution of Internet number resources including IP address and Autonomous System Numbers. Each RIR is a member of the Number Resource Organization, which coordinates their activities globally.

The five RIRs are:

- African Network Information Center (AfriNIC), covering the African continent
- Asia Pacific Network Information Centre (APNIC), covering the Asia-Pacific region including Japan, Korea, China, and Australia
- American Registry for Internet Numbers (ARIN), covering Canada, some Caribbean and North Atlantic islands and the United States
- Latin American and Caribbean Internet Addresses Registry (LACNIC), covering Latin America and Caribbean
- Réseaux IP Européens (RIPE NCC), covering Europe, the Middle East and parts of Asia

What is the ASO Address Council?

The Address Council is made up of the Address Supporting Organization and its purpose is to oversee recommendations to the ICANN Board of Directors on Internet Protocol address policy and to manage the global policy development activities. The Address Council is also responsible for appointing two voting members to the ICANN Board.

How is the ASO Address Council chosen?

Address Council members are appointed through separate nominations and election processes in each of the Regional Internet Registry regions. Each of the five Regional Internet Registries appoints three members of the ASO Address Council for two-year terms. The Council elects a chair who appoints vice-chairs.

How can I get involved in the ASO?

Most individuals get involved in the ASO through affiliation with a Regional Internet Registry. If your organization receives a direct allocation or holds a direct assignment of IPv4 or IPv6 addresses from a registry, you are likely already a member of that RIR. (Generally speaking, these are Internet Providers, hosting firms, educational institutions or governments.)
However, the RIRs have no membership requirements to participate in their policy development processes or attend their meetings. Anyone in the Internet community is welcome to participate in the development of Internet resource allocation policies for that region.

Where can I find more information about the ASO or an RIR?

<table>
<thead>
<tr>
<th>Country</th>
<th>Website</th>
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<tbody>
<tr>
<td>Address Supporting Organization</td>
<td><a href="http://www.aso.icann.org">www.aso.icann.org</a></td>
</tr>
<tr>
<td>African Network Information Center (AfriNIC)</td>
<td><a href="http://www.afrinic.net">www.afrinic.net</a></td>
</tr>
<tr>
<td>Asia Pacific Network Information Centre (APNIC)</td>
<td><a href="http://www.apnic.net">www.apnic.net</a></td>
</tr>
<tr>
<td>American Registry for Internet Numbers (ARIN)</td>
<td><a href="http://www.arin.net">www.arin.net</a></td>
</tr>
<tr>
<td>Latin American and Caribbean Internet Addresses Registry (LACNIC)</td>
<td><a href="http://www.lacnic.net">www.lacnic.net</a></td>
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<tr>
<td>Réseaux IP Européens (RIPE NCC)</td>
<td><a href="http://www.ripe.net">www.ripe.net</a></td>
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</table>

**Country Code Names Supporting Organization**

What is the Country Code Names Supporting Organization (ccNSO)?

The ccNSO is a Supporting Organization responsible for developing and recommending to ICANN’s Board global policies relating to country code top-level domains (ccTLDs). It also provides a platform to the ccTLD community to develop best practices, exchange information and discuss global issues relevant for ccTLDs. A ccTLD is a two-letter domain name extension corresponding to a country, territory or other geographic location, such as .uk (United Kingdom), .de (Germany) and .jp (Japan).

What is the ccNSO Council?

The ccNSO Council administers and coordinates the affairs of the ccNSO and manages the development of policy recommendations. They lead and participate in various ccNSO Working Groups and engage the community in topical issues. The Council formally selects two members to the ICANN Board, after being elected by the ccNSO Members.

How is the ccNSO Council chosen?

The ccNSO Council has 18 members serving staggered three-year terms. ccNSO members elect 15 Councilors, three from each of the five geographic regions. ccNSO members may self-nominate or be nominated by another ccNSO member from their region; nominations must be seconded by another ccNSO member from the region. ICANN’s Nominating Committee fills the remaining three seats.

How can I get involved in the ccNSO?

If you are the manager of an International Standards Organization 3166 (ISO 3166) country code top-level domain, you are welcome to become a member of the ccNSO or to participate in any of its Working Groups and attend any of its meetings. The application to join is at [http://ccnso.icann.org/applications/form.htm](http://ccnso.icann.org/applications/form.htm). There is no membership fee.

Where can I find more information about the ccNSO?

[http://ccnso.icann.org/](http://ccnso.icann.org/)
### List of Member ccTLDs as of 1 August 2012

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<thead>
<tr>
<th>Two-letter Code</th>
<th>Country Name</th>
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**Generic Names Supporting Organization**

**What is the Generic Names Supporting Organization?**
The Generic Names Supporting Organization (GNSO) is the policy-making body responsible for generic top-level domains, such as .COM, .NET, and .ORG. Its members include representatives from gTLD registries, gTLD registrars, intellectual property interests, Internet service providers, businesses, and non-commercial interests.

**What are Stakeholder Groups within the GNSO?**
Stakeholder Groups function as caucuses, and are intended to facilitate the creation of the new constituencies as well as growth and expansion of GNSO participants. There are four Stakeholder Groups representing the wide variety of groups and individuals interested in generic top-level domain policy development. They are:

- Commercial Stakeholder Group
- Non-commercial Stakeholder Group
- Registrar Stakeholder Group
- gTLD Registries Stakeholder Group

**What is the GNSO Council?**
The 23 members of the Council govern policy development in the GNSO, make policy recommendations to the ICANN Board and appoint two members to the ICANN Board.

**How are the members of the GNSO Council chosen?**
Stakeholder Groups appoint 18 of the GNSO Council’s 23 members. For voting purposes, the Council has two houses, like the US Congress or the British Parliament. The Contracted Parties House holds the Registries and Registrars Stakeholder Groups, while the Non-Contracted Parties House holds the Commercial and Non-Commercial Stakeholder Groups. ICANN’s Nominating Committee appoints three Council members, two of which are voting members assigned to each House. The third appointee is an advisor to the Council as a whole. The Council also includes formally appointed but non-voting Liaisons and Observers from other groups, such as the At-Large Community and the ccNSO, within ICANN. This elaborate system provides checks and balances so no single interest group can dominate the Council.

---

**Structure of GNSO**

- GNSO Council
  - NCA
  - ALAC
  - ccNSO
  - Stakeholder Groups
    - Commercial Registries
    - Commercial Registrars
    - Non-commercial Registries
    - Non-commercial Registrars
  - Contracted Parties House
    - Registries
    - Registrars
  - Non-Contracted Parties House
    - Commercial Constituencies
      - Business
      - Intellectual Property
      - ISPs
      - Board Appointees
    - Non-Commercial Constituency
      - Voting
      - Non-Voting
**How can I get involved in the GNSO?**

GNSO-chartered Working Groups are formally chartered within the ICANN Structure to address policies and other issues facing the Internet community and its stakeholders. In general, anyone can join these groups and they are typically made up of volunteers with various interests and expertise. One of many tools used by Working Groups are mailing lists that are publicly archived. Community members can follow email lists for the latest dialogue and deliberation of policy topics and activity.

Monitor the ICANN.ORG home page for announcements about calls for volunteers to Working Groups, and when you see one you are interested in, send the GNSO Secretariat an email expressing your interest. You’ll be asked to draft a Statement of Interest so that other group members can learn more about you. And they’ll be asked to do the same. Working groups usually meet via weekly or bi-weekly conference calls, but each one establishes the best schedule for the group.

You may also apply for membership in one of the GNSO’s Stakeholder Groups or Constituencies. Stakeholder Groups and Constituencies are groups of community participants united around a particular common interest or perspective, formally recognized by the ICANN Board. Each Stakeholder Group and Constituency has its own unique eligibility rules. Also, membership fees may be required to join a Stakeholder Group or Constituency. For more information about specific membership requirements and joining, visit the web sites listed below.

### GNSO Stakeholder Groups and Constituencies

<table>
<thead>
<tr>
<th>Commercial Business Users Constituency</th>
<th>Non-commercial Users Constituency</th>
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<tr>
<th>Intellectual Property Constituency</th>
<th>Not-for-Profit Operational Concerns Constituency</th>
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<tr>
<th>Internet Service Providers Constituency</th>
<th>Registrar Stakeholder Group</th>
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<tr>
<th>Non-commercial Stakeholder Group</th>
<th>gTLD Registries Stakeholder Group</th>
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</table>

### ADVISORY COMMITTEES

ICANN has four Advisory Committees that serve as formal advisory bodies to the ICANN Board. They are made up of representatives from the Internet community to advise on a particular issue or policy area. ICANN Bylaws mandate four: At-Large Advisory Committee, DNS Root Server System Advisory Committee, Governmental Advisory Committee, and Security and Stability Advisory Committee.

**At-Large Advisory Committee**

**What is the At-Large Advisory Committee?**

The At-Large Advisory Committee (ALAC) is the primary organizational home for the voice and concerns of the individual Internet user in ICANN processes. Its role is to consider and provide advice on the activities of ICANN insofar as they relate to the interests of individual Internet users. This includes policies created through ICANN’s Supporting Organizations, as well as the many other issues for which community input and advice is appropriate. The ALAC and At-Large Community selects one member of the ICANN Board of Directors.

ALAC is a subset of the “At-Large Community” which has a ground-up, tiered structure. At the grassroots level are nearly 150 At-Large Structures (ALSes). These local organizations of At-Large members are located throughout the world. The ALSes are organized by region through five Regional At-Large Organizations, or RALOs. The RALOs are the main forum and coordination point for their part of the world.
2012 marked the ten-year anniversary of the At-Large Advisory Committee in its current form. The ALAC was created to provide a way for active individual users of the Internet from around the world to participate in ICANN.
How are the members of ALAC chosen?

The 15-member ALAC consists of two members selected by each of the Regional At-Large Organizations for a total of ten directly appointed representatives, and five members selected by the Nominating Committee. The five members selected by the Nominating Committee shall include one citizen of a country within each of the five Geographic Regions.

How can I get involved with ALAC?

An individual Internet user typically joins At-Large by joining one of its local ALSes, and then through the ALS becomes involved in their RALO.

However, an individual Internet user may also be able to join a RALO directly. The RALOs are tasked with keeping the Internet user community in their region informed about ICANN’s activities through public outreach and distribution of information and knowledge. Each RALO is autonomous, governed by its own organizing documents. While each RALO elects a chair and secretariat, and in some cases a vice president, they have their own requirements for the positions.

Since all At-Large meetings are open, individual members may participate in At-Large community meetings, or the conference calls of ALAC, RALOs, subcommittees and Working Groups.

How does ALAC get involved in ICANN’s policy-making process?

In cases in which the ALAC has determined that an emerging ICANN policy is of significant importance to individual Internet users, it gets involved early in the policy development process, often enlisting At-Large members to directly participate in the Working Group developing the policy. ALAC may also submit a Public Comment describing its position.

There are Working Groups within the At-Large Community, as well as WGs that consist of members from different Supporting Organizations and Advisory Committees. The ALAC has established a number of standing WGs and subcommittees to work on ongoing or long-term issues. Learn more at https://community.icann.org/display/atlarge/At-Large+Working+Groups.

How can I find more information about ALAC and the At-Large Community?

The At-Large home page at www.atlarge.icann.org is the main starting point for news and reference documents about the At-Large Community. The At-Large community wiki page is also an excellent source of information on At-Large activities (see: https://community.icann.org/display/atlarge/At-Large+Advisory+Committee+%28ALAC%29).

Governmental Advisory Committee

What is the Governmental Advisory Committee?

The Governmental Advisory Committee is comprised of appointed representatives of national governments, multi-national governmental organizations and treaty organizations, and distinct economies.

How does the GAC participate in the ICANN policy-making process?

The GAC’s key role is to provide advice to ICANN on issues of public policy, especially where there may be an interaction between ICANN’s activities or policies and national laws or international agreements. ICANN duly takes into account the GAC’s advice on public policy matters, both in the formulation and adoption of policies.

The GAC usually meets three times a year in conjunction with ICANN meetings, where it discusses issues with the ICANN Board and other ICANN Supporting Organizations, Advisory Committees and other groups.

How can I get involved with the GAC?

According to its operating principles, “national governments or distinct economies as recognized in international fora” may be GAC members.

Governments and others interested in joining the GAC as a member or observer can send a formal enquiry to the GAC Secretariat.

GAC meetings are typically attended by approximately 50 national governments, distinct economies, and global organizations such as the ITU, UNESCO, the World Intellectual Property Organization (WIPO), INTERPOL and regional organizations such as the OECD, Asia Pacific Forum, and Council of Europe.
How is an individual chosen to participate in the GAC on behalf of a member or observer organization?
Each GAC member or observer may appoint one representative and one alternate to the GAC. Advisors may accompany the accredited representative. The accredited representative, alternate and advisors must hold a formal official position with the GAC member’s public administration. GAC members elect a chair who serves as a non-voting liaison to the ICANN Board.

How does the GAC make decisions?
The GAC works on the basis of seeking consensus among its membership. Consistent with United Nations practice, consensus is understood to mean the practice of adopting decisions by general agreement in the absence of any formal objection. Where consensus is not possible, the Chair shall convey the full range of views expressed by members to the ICANN Board.

Where can I find more information about the GAC?
The GAC has a web site where it posts general information, meeting materials, presentations and various types of papers distributed at its meetings. In addition, at the end of every ICANN Public Meeting where the GAC meets, the GAC issues a formal communiqué that provides comment on the issues it discussed. Transcripts of open sessions are released a few weeks after the meetings.

Root Server System Advisory Committee
What is the Root Server System Advisory Committee?
The RSSAC is an advisory committee to the ICANN Board about the operation of the root name servers of the Domain Name System, including the operational requirements of root name servers, such as host hardware capacities, operating systems and name server software versions, network connectivity and physical environment.

How are members of the RSSAC chosen?
RSSAC members are representatives of organizations responsible for operating the world’s thirteen root name servers and other organizations concerned with stable technical operation of the authoritative root server system.

How does RSSAC get involved in ICANN’s policy-making process?
RSSAC responds to requests from ICANN’s Board of Directors for advice on technical issues. They develop consensus-based advice on issues such as the deployment of internationalized domain names in the root zone.

How can I get involved in RSSAC?
The RSSAC typically holds its meetings during those of the Internet Engineering Task Force (IETF) rather than during ICANN meetings. These often occur a few weeks after an ICANN meeting in a different location.

Where can I find more information about RSSAC?
RSSAC advice and other information can be found at http://www.icann.org/en/groups/rssac.

Security and Stability Advisory Committee
What is the Security and Stability Advisory Committee?
The SSAC is an advisory committee to the ICANN Board and community comprised of technical experts from industry and academia as well as operators of Internet root servers, registrars and TLD registries. Its activities relate to the security and integrity of the Internet’s naming and address allocation systems.

How are members of the SSAC chosen?
The ICANN Board appoints the chair and members of SSAC. The SSAC Membership Committee meets with potential candidates and reviews their experience, interest, and skills before making recommendations for membership to the SSAC. If the SSAC agrees to admit new members based on those recommendations it then requests Board appointments via the SSAC Liaison to the Board.
How does the SSAC get involved in ICANN’s policy-making process?
The SSAC produces written advice, reports, and comments on a range of matters relating to the correct and reliable operation of the root name system, to address allocation and Internet number assignment, and to registry and registrar services. The SSAC also tracks and assesses threats and risks to the Internet naming and address allocation services.

How can I get involved in the SSAC?
Interested individuals are invited to contact the Director of SSAC Support, the Chair or any SSAC member about joining the SSAC. Candidates will be asked to submit a resume or curriculum vitae, a statement of interest and a description of the skills they would bring to the committee.

Where can I find more information about SSAC?
The SSAC web pages on ICANN.ORG include more information on operating procedures, members, and a list of Reports, Advisories and Comments at http://www.icann.org/en/groups/ssac.

ICANN Staff
What is the role of ICANN’s staff?
ICANN staff is responsible for supporting policy development activities as well as executing and implementing policies developed by the ICANN community and adopted by the ICANN Board of Directors. Also among staff’s responsibilities are IANA function provision, L-Root operations, security and contingency operations, business continuity planning, DNSSEC operations, contractual compliance, IDN Fast Track Program, and the New gTLD Program implementation.

ICANN has professional organizational resources such as human resources, project planning, finance, communication and information technology to support its operations.

Dedicated staff members support the work done by the Board of Directors, the Supporting Organizations and Advisory Committees. In some cases this includes providing Secretariat or support functions, and policy advice development support.

ICANN’s Global Reach
ICANN has offices on three continents and employees working all around the world. Offices are located in Brussels, Belgium; Los Angeles and Silicon Valley, California and Washington D.C., United States.
Ombudsman

What is the Ombudsman?
The ICANN Ombudsman is an independent, impartial and neutral person contracted to ICANN, with jurisdiction over problems and complaints about decisions, actions or delay by ICANN and the supporting bodies, as described in this Guide. He is an advocate for fairness.

What the Ombudsman does
The Ombudsman investigates complaints and attempts to resolve them. Emphasizing mediation as a means for resolving issues, he will often convene a mediation between parties. You can learn more about what he does at his web page at http://www.icann.org/en/help/ombudsman/contact.

The Ombudsman's office door is always open for a discussion about any problem. Even if he does not have the power to investigate, he will often be able to find the appropriate place to seek help.

Powers of the Ombudsman
The Ombudsman does not have the power to make, change or set aside a policy, administrative or Board decision, act, or omission. The Ombudsman does have the power to investigate these events, and to use dispute resolution techniques like mediation to resolve them.

How do I contact the Ombudsman?
Drop by the Ombudsman Office during an ICANN public meeting to speak face-to-face, send an email to ombudsman@icann.org or fill out an online complaint form at http://ombudsman.icann.org/complaints/.

QUICK TIPS/ENGAGEMENT TOOLS

- Check the current discussion topics at Public Comments page and have your say at http://www.icann.org/en/news/public-comment
- Check the community wikis and get involved https://community.icann.org/dashboard.action
- Read the Policy Update monthly newsletter http://www.icann.org/en/resources/policy/update
- Visit the ICANN meeting site for information on past or future meetings http://meetings.icann.org/
WHAT YOU’LL FIND AT ICANN.ORG AND MYICANN.ORG

Features:

1. Most recent info up front: The latest Board activity and the most recent topics open for Public Comment now appear on the home page.
2. Groups – All visitors can now go directly from ICANN’s home page to any Supporting Organization or Advisory Committee page.
3. Public Comment: Anyone can make a Public Comment about any active issue being considered by the community or the organization.
4. Multilingual content bar: Choose a language and immediately see a list of all materials available in that language, starting with the most recent.
5. Footer Acronym Helper: Type in an acronym and get the definition on demand.
6. Inline Acronym Helper: Acronym definitions appear when you hover over underlined terms in HTML portions of the site.
7. Planet ICANN: Read every RSS and Twitter feed from ICANN in one place.
8. Community Wiki: Web pages created for specific purposes, like Working Groups, that allow all community members to edit content in an easy and collaborative way.

MyICANN.ORG

Launched in October 2012, MyICANN is an information portal offering personal delivery of topical and timely information from all over the ICANN community.
## GLOSSARY/ACRONYM LIST

<table>
<thead>
<tr>
<th><strong>A</strong></th>
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<tbody>
<tr>
<td><strong>ADVISORY COMMITTEE</strong></td>
<td>Formal advisory body to the ICANN Board, made up of representatives from the Internet community to advise on a particular issue or policy area. ICANN Bylaws mandate four: Governmental Advisory Committee, Root Server System Advisory Committee, Security and Stability Advisory Committee and At-Large Advisory Committee.</td>
</tr>
<tr>
<td><strong>AFRALO</strong></td>
<td>African Regional At-Large Organization One of the five Regional At-Large Organizations that together form the At-Large Community within ICANN. It provides news, resources, and information for individuals and end-user groups in the African region.</td>
</tr>
<tr>
<td><strong>AfriNIC</strong></td>
<td>African Network Information Center A Regional Internet Registry and non-profit membership organization responsible for the administration and registration of Internet Protocol addresses in the Africa region.</td>
</tr>
<tr>
<td><strong>ALAC</strong></td>
<td>At-Large Advisory Committee Primary organizational home within ICANN for individual Internet users. ALAC’s role is to consider and provide advice on the activities of ICANN, as they relate to the interests of individual Internet users.</td>
</tr>
<tr>
<td><strong>ALS</strong></td>
<td>At-Large Structure A self-supporting organization of individual Internet users in ICANN who share an interest in a particular region or issue. ALSes are located throughout the world and organized into five Regional At-Large Organizations, one in each ICANN region.</td>
</tr>
<tr>
<td><strong>AoC</strong></td>
<td>Affirmation of Commitments A formal declaration of ICANN’s independence, structure and purpose, signed by the U.S. Department of Commerce’s National Telecommunications and Information Administration and ICANN in September 2009.</td>
</tr>
<tr>
<td><strong>APNIC</strong></td>
<td>Asia Pacific Network Information Centre One of five Regional Internet Registries (RIRs), and a non-profit membership organization responsible for the administration and registration of Internet Protocol addresses in the Asia Pacific region, including Japan, Korea, China, and Australia.</td>
</tr>
<tr>
<td><strong>APPLICANT SUPPORT</strong></td>
<td>A sub-program of ICANN’s New gTLD Program, created to provide financial and non-financial support for potential New gTLD Applicants from developing economies.</td>
</tr>
<tr>
<td><strong>APRALO</strong></td>
<td>Asia Pacific Regional At-Large Organization One of five Regional At-Large Organizations that together form the At-Large Community within ICANN. It provides news, resources, and information for individuals and end-user groups in the Asia Pacific region.</td>
</tr>
<tr>
<td><strong>ARIN</strong></td>
<td>American Registry for Internet Numbers One of five Regional Internet Registries, and an organization established for the purpose of the administration and registration of Internet Protocol addresses in Canada, many Caribbean and North Atlantic islands and the United States.</td>
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<tr>
<td><strong>A</strong></td>
<td><strong>ASO</strong></td>
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<tr>
<td><strong>ATRT</strong></td>
<td><strong>Accountability and Transparency Review Team</strong></td>
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<tr>
<td><strong>AT-LARGE OR THE AT-LARGE COMMUNITY</strong></td>
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<td><strong>B</strong></td>
<td><strong>BCUC</strong></td>
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<tr>
<td><strong>BGC</strong></td>
<td><strong>Board Governance Committee</strong></td>
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<td><strong>C</strong></td>
<td><strong>CCNSO</strong></td>
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<tr>
<td><strong>CCTLD</strong></td>
<td><strong>Country Code Top-Level Domain</strong></td>
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<tr>
<td><strong>CONTRACTED PARTIES HOUSE</strong></td>
<td><strong>One of two major structures in ICANN’s Generic Names Supporting Organization, comprised of gTLD registries and ICANN-accredited registrars that contract directly with ICANN.</strong></td>
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| **D** | **DNS** | **Domain Name System**  
A system that allows Internet users to type in names, like www.internic.net, and be directed to a machine-understandable unique Internet Protocol address like 207.151.159.3. Sometimes compared to a phone directory for the Internet. |
| **DNSO** | **Domain Name Supporting Organization**  
| **DNSSEC** | **Domain Name System Security Extensions**  
DNSSEC introduces security at the infrastructure level through a hierarchy of cryptographic signatures attached to the DNS records. Users are assured that the source of the data is verifiably the stated source, and that the mapping of name to Internet Protocol (IP) address is accurate. DNSSEC-compliant name servers also provide denial of existence, that is, they tell a user that a name does not exist. There are two dominant strategies: (1) a process that zone operators can initiate for digitally signing their own zones by employing public-private key pairs and (2) a chain of trust between parent and child that enables the system eventually to become trustworthy. |
| **DOMAIN NAME RESOLVERS** | **Computers throughout the world that respond to an Internet user's request to resolve a domain name - for example when the user types in a name like internic.net in order to find the corresponding Internet Protocol address (207.151.159.3).** |
| **DRP** | **Dispute Resolution Procedure**  
A formal mechanism for solving disagreements or conflicts between parties. |
| **E** | **EURALO** | **European Regional At-Large Organization**  
One of the five Regional At-Large Organizations that together form the At-Large Community within ICANN. It provides news, resources, and information for individuals and end-user groups in the European region. |
| **F** | **Framework of Interpretation Working Group**  
A group of ICANN community members responsible for creating a clear guide for the delegation and redelegation of ccTLDs, in order to ensure consistent and predictable decision-making. |
| **G** | **GAC** | Governmental Advisory Committee  
An advisory committee to the ICANN Board, comprising appointed representatives of national governments, multi-national governmental organizations and treaty organizations, and distinct economies. |
| **GTLD** | **Generic Top Level Domain** | Internet domain name extensions of three letters or more, such as .COM, .NET and .ASIA. |
| **GNSO** | **Generic Names Supporting Organization** | The main policy-making body within ICANN responsible for generic top-level domains. Its members include representatives from gTLD registries, ICANN-accredited registrars, intellectual property interests, Internet service providers, businesses and non-commercial interests. |
| **H** | **HSTLD** | High Security Top-Level Domain  
A standard developed by ICANN's Security and Stability Advisory Committee and made optional for new gTLD operators who want to be known as a secure, trustworthy domain. |
| **I** | **IAB** | Internet Architecture Board  
A committee of the Internet Society, responsible for oversight of the technical and engineering development of the Internet. It oversees a number of task forces including the Internet Engineering Task Force. |
<p>| <strong>IANA</strong> | <strong>Internet Assigned Numbers Authority</strong> | The authority originally responsible for the oversight of IP address allocation, the coordination of the assignment of protocol parameters provided for within Internet technical standards, and the management of the Domain Name System, including the delegation of top-level domains and oversight of the root name server system. |
| <strong>ICANN</strong> | <strong>Internet Corporation for Assigned Names and Numbers</strong> | An internationally organized, non-profit corporation with responsibility for Internet Protocol address space allocation, protocol identifier assignment, generic and country code top-level Domain Name System management, and root server system management functions. |
| <strong>IDNS</strong> | <strong>Internationalized Domain Names</strong> | Domain names that include characters used in the local representation of languages that are not written with the twenty-six letters of the basic Latin alphabet “a-z”. An IDN can contain Latin letters with diacritical marks, as required by many European languages, or may consist of characters from non-Latin scripts such as Arabic or Chinese. |</p>
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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| IETF    | Internet Engineering Task Force  
   An open international community of network designers, operators, vendors, and researchers concerned with the evolution of the Internet architecture and the smooth operation of the Internet. |
| INTA    | International Trademark Association  
   A not-for-profit membership association dedicated to the support and advancement of trademarks and related intellectual property as elements of fair and effective commerce. |
| IP      | Internet Protocol  
   The standard procedures and formats that govern how computers communicate with each other over the Internet using unique addresses. |
| IPC     | Intellectual Property Constituency  
   A constituency of the Generic Names Supporting Organization charged with the responsibility of advising the ICANN Board on policy issues relating to the management of the Domain Name System. |
| IPV4    | Internet Protocol version 4  
   The original Internet Protocol, developed in the early 1980s. It had a capacity of just over four billion IP addresses, all of which have been fully allocated to Internet service providers and users. An IPv4 address looks like this: 192.0.2.53. |
| IPV6    | Internet Protocol version 6  
   The next generation of Internet Protocol, with a 128-bit address space, which is 340 undecillion addresses. An IPv6 address looks like this: 2001:0db8::53. Where there are two colons side by side, all the segments in between contain only zeros. So without the double colons, you would expand the example address to 2001:0db8:0000:0000:0000:0000:0000:0053. |
| IRTP    | Inter-Registrar Transfer Policy  
   The IRTP is a GNSO consensus policy that was adopted in 2004 with the objective to provide registrants with a transparent and predictable way to transfer domain name registrations between registrars. |
| ISOC    | Internet Society  
   The open international organization for global cooperation and coordination for the Internet and its internetworking technologies and applications. |
| ISP     | Internet Service Provider  
   A company that provides access to the Internet to organizations and/or individuals. Access services provided by ISPs may include web hosting, email, VoIP (voice over IP), and support for many other applications. |
| ISPCP   | Internet Service Providers Constituency  
   A constituency of the Generic Names Supporting Organization charged with the responsibility of advising the ICANN Board on policy issues relating to the management of the Domain Name System. |
| J | Joint Country Code Names Supporting Organization and Generic Names Supporting Organization Internationalized Domain Names Working Group  
Group of ICANN community members from both the Country Code Names Supporting Organization and Generic Names Supporting Organization to deal with issues related to the introduction of internationalized domain names as country-code top-level domains and generic top-level domains. |
| L | Latin American and Caribbean Internet Addresses Registry  
One of five Regional Internet Registries, and the organization responsible for allocating and administrating Internet Protocol addresses and other related resources for the region of Latin America and the Caribbean.  
Latin America/Caribbean Islands Regional At-Large Organization  
One of the five Regional At-Large Organizations that together form the At-Large Community within ICANN. It provides news, resources, and information for individuals and end-user groups in the Latin America/Caribbean Islands region. |
| M | Memorandum of Understanding  
A document describing a mutual agreement between parties. |
| N | North American Regional At-Large Organization  
One of the five Regional At-Large Organizations that together form the At-Large Community within ICANN. It provides news, resources, and information for individuals and end-user groups in the North American region.  
Non-commercial Stakeholders Group  
The home for civil society in ICANN's Generic Names Supporting Organization, created as one of four Stakeholder Groups in the GNSO and approved by the ICANN Board in 2008. Membership is open to non-commercial organizations and individuals involved in education, digital rights, community networking, public policy advocacy and many other areas. |
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<thead>
<tr>
<th>N</th>
<th>Non-commercial Users Constituency</th>
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<tr>
<td>NCUC</td>
<td>A constituency within the GNSO’s Non-commercial Stakeholders Group that represents the views of non-commercial individuals and non-profit organizations.</td>
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<tr>
<th>NOIF</th>
<th>Notice of Intent to Form</th>
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<tr>
<td>A document to be completed and submitted to the ICANN Board of Directors by a prospective GNSO constituency, noting its intention to petition for formal constituency recognition.</td>
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<thead>
<tr>
<th>NON-CONTRACTED PARTIES HOUSE</th>
<th>Not-for-profit Operational Concerns Constituency</th>
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<tr>
<td>One of two major structures in ICANN’s Generic Names Supporting Organization, comprised of commercial and non-commercial users that do not contract directly with ICANN.</td>
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<tr>
<th>NPOC</th>
<th>Not-for-profit Operational Concerns Constituency</th>
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<tr>
<td>A constituency within the Generic Names Supporting Organization’s Non-commercial Stakeholders Group that represents non-profit organizations who have operational concerns related to service delivery.</td>
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<thead>
<tr>
<th>NTIA</th>
<th>National Telecommunications and Information Agency</th>
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<tr>
<td>An agency of the United States Department of Commerce that serves as the President’s principal advisor on telecommunications and information policies. It maintains a contract with ICANN for the technical coordination of the Internet’s domain name and addressing system.</td>
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<th>O</th>
<th>OMBUDSMAN</th>
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<tr>
<td>An independent, impartial and neutral officer of ICANN. It is an Alternative Dispute Resolution office for the ICANN community who may wish to lodge a complaint about a staff or Board decision, action or inaction.</td>
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<tr>
<th>P</th>
<th>Policy Development Process</th>
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<td>A set of formal steps, as defined in the ICANN Bylaws, to guide the initiation, internal and external review, timing and approval of policies needed to coordinate the global Internet’s system of unique identifiers.</td>
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<tr>
<th>PEDNR</th>
<th>Post-expiration Domain Name Recovery</th>
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<td>The registrar practices regarding domain name expiration, renewal, transfer, deletion and post-expiration recovery.</td>
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| PHISHING | Fraudulent efforts to get information like usernames, passwords and credit card details by pretending to be a trustworthy entity in an email or instant message. |
| **PPC** | Pay-per-click  
An Internet advertising model, used by Google AdWords and Bing among others, to direct traffic to specific websites, where advertisers pay the publisher (typically a website owner) when the ad or link is clicked. |
| **RAA** | RAA – Registrar Accreditation Agreement  
The contract between ICANN and its accredited registrars. It describes the obligations of both parties. |
| **RALO** | Regional At-Large Organization  
The main forum and coordination point regionally for public input to ICANN. There are five RALOs (Africa, Asia Pacific, Europe, Latin America/Caribbean Islands and North America). Each RALO is autonomous, governed by its own organizing documents including a memorandum of understanding. |
| **RAP WG** | Registration Abuse Policies Working Group  
A group of ICANN community members tasked with investigating opportunities for abuse within existing provisions in registry-registrar agreements. The WG produced a Final Report with recommendations on how to prevent potential abuses such as cybersquatting, front-running, fake renewal notices and more. |
| **RGP** | Redemption Grace Period  
A 30-day period offered by ICANN-accredited registrars for registrants to restore a domain name that has expired or been deleted. |
| **REGISTRAR** | An organization that verifies availability and reserves domain names on behalf of a registrant. Domain names ending with .aero, .biz, .com, .coop, .info, .museum, .name, .net, .org, and .pro can be registered through many different companies (known as “registrars”) that compete with one another. A listing of these companies appears in the Accredited Registrar Directory. |
| **REGISTRY** | The authoritative, master database of all domain names registered in each top-level domain. The registry operator keeps the master database and also generates the “zone file” which allows computers to route Internet traffic to and from top-level domains anywhere in the world. Internet users don’t interact directly with the registry operator; users can register names in TLDs including .biz, .com, .info, .net, .name, .org by using an ICANN-Accredited Registrar. |
| **RIR** | Regional Internet Registry  
These non-profit organizations are responsible for distributing IP addresses on a regional level to Internet service providers and local registries. There are currently five RIRs: AfriNIC, APNIC, ARIN, LACNIC and RIPE NCC. |
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| T | **Top-level Domain**  
The names at the highest level of the Domain Name System hierarchy. For example, in the domain name **www.example.com**, the top-level domain is `.com`. There are different kinds of top-level domains, such as country code top-level domains (ccTLDs) like `.de` for Germany, and generic top-level domains (gTLDs) like `.com` or `.org`. |
|---|---|
| U | **Uniform Dispute Resolution Policy**  
A set of agreed-upon policies and procedures that define how to resolve domain name registration disputes, such as abusive registrations that harm existing brands or trademarks, with any ICANN-accredited registrars. |
| URL | **Uniform Resource Locator**  
The unique address or file path that points to the location of a file on the Internet. Every web site has a unique URL that can be entered into a browser to access and view it. |
| URS | **Uniform Rapid Suspension**  
A means for trademark owners to request a quick decision from a registry to take down an infringing web site. The procedure only allows for suspension of the web site; it does not enable transfer of the infringing web site to the complainant. |
| W | **World Wide Web Consortium**  
An international industry consortium that develops common protocols to promote the evolution of the World Wide Web and ensure its interoperability. |
| WIPO | **World Intellectual Property Organization**  
An intergovernmental organization responsible for the promotion of the protection of intellectual rights throughout the world. It is one of the 16 specialized agencies of the United Nations system of organizations. |
| WHOIS | **WHOIS**  
(pronounced “who is”, not an acronym) An Internet Protocol that is used to query databases to obtain information about the registration of a domain name or IP address. ICANN's gTLD agreements require registries and registrars to offer an interactive web page and a port 43 WHOIS service providing free public access to data on registered names. Data includes the domain registration creation and expiration dates, name servers, and contact information for the registrant and designated administrative and technical contacts. |
| WG | **Working Group**  
A team of ICANN volunteers working on a specific topic or policy. |
About ICANN

ICANN’s mission is to ensure a stable and unified global Internet.

To reach another person on the Internet you have to type an address into your computer—a name or a number. That address has to be unique so computers know where to find each other. ICANN coordinates these unique identifiers across the world. Without that coordination we wouldn’t have one global Internet.

ICANN was formed in 1998. It is a not-for-profit public-benefit corporation with participants from around the world dedicated to keeping the Internet secure, stable and interoperable. It promotes competition and develops policy on the Internet’s unique identifiers.

ICANN doesn’t control content on the Internet. It cannot stop spam and it doesn’t deal with access to the Internet. But through its coordination role of the Internet’s naming system, it does have an important impact on the expansion and evolution of the Internet. For more information please visit www.icann.org.
EXHIBIT 8
Registrant Accreditation Agreement

(21 May 2009)
(Updated 2 August 2012 to reflect ICANN’s new mailing address)

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.asia Appendix
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.coop Appendix
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.jobs Appendix
This REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation, and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on ______________________, at Los Angeles, California, USA.

1. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

1.1 "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.2 "DNS" refers to the Internet domain-name system.

1.3 The "Effective Date" is ______________________.

1.4 The "Expiration Date" is ______________________.

1.5 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.

1.6 "Personal Data" refers to data about any identified or identifiable natural person.

1.7 "Registered Name" refers to a domain name within the domain of a TLD that is the subject of an appendix to this Agreement, whether consisting of two (2) or more (e.g.,
john.smith.name) levels, about which a TLD Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).

1.8 "Registered Name Holder" means the holder of a Registered Name.

1.9 The word "Registrar," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Agreement.

1.10 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with a Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.

1.11 "Registrar Services" means services provided by a registrar in connection with a TLD as to which it has an agreement with the TLD's Registry Operator, and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database.

1.12 "Registry Data" means all Registry Database data maintained in electronic form, and shall include TLD Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in a Registry Database.

1.13 "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of a registry that is used to generate either DNS
resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.14 A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific TLD.

1.15 "Registry Services," with respect to a particular TLD, shall have the meaning defined in the agreement between ICANN and the Registry Operator for that TLD.

1.16 A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses accreditation, in accordance with then-current ICANN specifications and policies.

1.17 "Term of this Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

1.18 A "TLD" is a top-level domain of the DNS.

1.19 "TLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.

1.20 "Affiliated Registrar" is another ICANN accredited registrar that operates under a common controlling interest.

2. ICANN OBLIGATIONS.

2.1 Accreditation. During the Term of this Agreement, Registrar is hereby accredited by ICANN to act as a registrar
(including to insert and renew registration of Registered Names in the Registry Database) for the TLD(s) that are the subject of appendices to this Agreement according to Subsection 5.5. Notwithstanding the above and except in the case of a good faith disagreement concerning the interpretation of this Agreement, ICANN may, following notice to Registrar, suspend Registrar’s ability to create new Registered Names or initiate inbound transfers of Registered Names for one or more TLDs for up to a twelve (12) month period if (i) ICANN has given notice to Registrar of a breach that is fundamental and material to this Agreement pursuant to Subsection 5.3.4 and Registrar has not cured the breach within the period for cure prescribed by Subsection 5.3.4, or (ii) Registrar shall have been repeatedly and willfully in fundamental and material breach of its obligations at least three (3) times within any twelve (12) month period.

2.2 Registrar Use of ICANN Name and Website. ICANN hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by ICANN as a registrar for each TLD that is the subject of an appendix to this Agreement and (b) to link to pages and documents within the ICANN web site. No other use of ICANN’s name or website is licensed hereby. This license may not be assigned or sublicensed by Registrar.

2.3 General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of Registrar, ICANN shall during the Term of this Agreement:

2.3.1 exercise its responsibilities in an open and transparent manner;

2.3.2 not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

2.3.3 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate
treatment unless justified by substantial and reasonable cause; and

2.3.4 ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by ICANN standards, policies, procedures or practices.

2.4 Use of ICANN Accredited Registrars. In order to promote competition in the registration of domain names, and in recognition of the value that ICANN-accredited registrars bring to the Internet community, ICANN has ordinarily required gTLD registries under contract with ICANN to use ICANN-accredited registrars, and ICANN will during the course of this agreement abide by any ICANN adopted specifications or policies requiring the use of ICANN-accredited registrars by gTLD registries.

3. REGISTRAR OBLIGATIONS.

3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for each TLD for which it is accredited by ICANN in accordance with this Agreement.

3.2 Submission of Registered Name Holder Data to Registry. During the Term of this Agreement:

3.2.1 As part of its registration of Registered Names in a TLD as to which it is accredited, Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the TLD the following data elements:

   3.2.1.1 The name of the Registered Name being registered;

   3.2.1.2 The IP addresses of the primary nameserver and secondary
nameserver(s) for the Registered Name;

3.2.1.3 The corresponding names of those nameservers;

3.2.1.4 Unless automatically generated by the registry system, the identity of the Registrar;

3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and

3.2.1.6 Any other data the Registry Operator requires be submitted to it.

The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.2.1.1 through 3.2.1.6 as applicable to that TLD; in that event the substitute language shall replace and supersede Subsections 3.2.1.1 through 3.2.1.6 stated above for all purposes under this Agreement but only with respect to that particular TLD.

3.2.2 Within five (5) business days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by the Registry Operator.

3.2.3 In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated Registry Operator, within ten (10) days of any such request by ICANN, Registrar shall submit an electronic database containing the data
elements listed in Subsections 3.2.1.1 through 3.2.1.6 for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to the Registry Operator for the appropriate TLD.

3.3 Public Access to Data on Registered Names. During the Term of this Agreement:

3.3.1 At its expense, Registrar shall provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for each TLD in which it is accredited. The data accessible shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy. Until ICANN otherwise specifies by means of an ICANN adopted specification or policy, this data shall consist of the following elements as contained in Registrar’s database:

3.3.1.1 The name of the Registered Name;

3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.3.1.3 The identity of Registrar (which may be provided through Registrar’s website);

3.3.1.4 The original creation date of the registration;

3.3.1.5 The expiration date of the registration;
3.3.1.6 The name and postal address of the Registered Name Holder;

3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.3.1.1 through 3.3.1.8 as applicable to that TLD; in that event the substitute language shall replace and supersede Subsections 3.3.1.1 through 3.3.1.8 stated above for all purposes under this Agreement but only with respect to that particular TLD.

3.3.2 Upon receiving any updates to the data elements listed in Subsections 3.3.1.2, 3.3.1.3, and 3.3.1.5 through 3.3.1.8 from the Registered Name Holder, Registrar shall promptly update its database used to provide the public access described in Subsection 3.3.1.

3.3.3 Registrar may subcontract its obligation to provide the public access described in Subsection 3.3.1 and the updating described in Subsection 3.3.2, provided that Registrar shall remain fully responsible for the proper provision of the access and updating.

3.3.4 Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 that requires
registrars to cooperatively implement a distributed capability that provides query-based Whois search functionality across all registrars. If the Whois service implemented by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, the Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 requiring Registrar, if reasonably determined by ICANN to be necessary (considering such possibilities as remedial action by specific registrars), to supply data from Registrar’s database to facilitate the development of a centralized Whois database for the purpose of providing comprehensive Registrar Whois search capability.

3.3.5 In providing query-based public access to registration data as required by Subsections 3.3.1 and 3.3.4, Registrar shall not impose terms and conditions on use of the data provided, except as permitted by policy established by ICANN. Unless and until ICANN establishes a different policy according to Section 4, Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than the data recipient’s own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.3.6 In addition, Registrar shall provide third-party bulk access to the data subject to public access
under Subsection 3.3.1 under the following terms
and conditions:

3.3.6.1 Registrar shall make a complete electronic copy of the data available at least one (1) time per week for download by third parties who have entered into a bulk access agreement with Registrar.

3.3.6.2 Registrar may charge an annual fee, not to exceed US$10,000, for such bulk access to the data.

3.3.6.3 Registrar's access agreement shall require the third party to agree not to use the data to allow, enable, or otherwise support any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts.

3.3.6.4 Registrar's access agreement shall require the third party to agree not to use the data to enable high-volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.3.6.5 Registrar's access agreement must require the third party to agree not to sell or redistribute the data except insofar as it has been incorporated by the third party into a value-added product or service that does not permit the extraction of a
substantial portion of the bulk data from the value-added product or service for use by other parties.

3.3.7 Registrar's obligations under Subsection 3.3.6 shall remain in effect until the earlier of (a) replacement of this policy with a different ICANN policy, established according to Section 4, governing bulk access to the data subject to public access under Subsection 3.3.1, or (b) demonstration, to the satisfaction of ICANN, that no individual or entity is able to exercise market power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties.

3.3.8 To comply with applicable statutes and regulations and for other reasons, ICANN may from time to time adopt policies and specifications establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (b) on the manner in which Registrar may make such data available. In the event ICANN adopts any such policy, Registrar shall abide by it.

3.4 Retention of Registered Name Holder and Registration Data.

3.4.1 During the Term of this Agreement, Registrar shall maintain its own electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within each TLD for which it is accredited. The data for each such registration shall include the elements listed in Subsections 3.3.1.1 through 3.3.1.8; 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 Registrar has submitted to
the Registry Operator or placed in the Registry Database under Subsection 3.2. Also, Registrar shall either (1) include in the database the name and postal address, e-mail address, and voice telephone number provided by the customer of any privacy service or licensee of any proxy registration service offered or made available by Registrar or its affiliate companies in connection with each registration or (2) display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed.

3.4.2 During the Term of this Agreement and for three (3) 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.
3.4.3 During the Term of this Agreement and for three (3) years thereafter, Registrar shall make these records available for inspection and copying by ICANN upon reasonable notice. ICANN shall not disclose the content of such records except as expressly permitted by an ICANN specification or policy.

3.4.4 Notwithstanding any other requirement in this Agreement, Registrar shall not be obligated to maintain records relating to a domain registration beginning on the date three (3) years following the domain registration's deletion or transfer away to a different registrar.

3.5 Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, each TLD for which it is accredited. Registrar does not disclaim rights in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in each TLD for which it is accredited, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Registered Name in a TLD for which it is accredited, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any ICANN specifications or policies or (2) transferring rights it
claims in data elements subject to the provisions of this Subsection.

3.6 Data Escrow. During the Term of this Agreement, on a schedule, under the terms, and in the format specified by ICANN, Registrar shall submit an electronic copy of the database described in Subsection 3.4.1 to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN; (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) ICANN's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, ICANN (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.

3.7 Business Dealings, Including with Registered Name Holders.

3.7.1 In the event ICANN adopts a specification or policy, supported by a consensus of ICANN-Accredited registrars, establishing or approving a Code of Conduct for ICANN-Accredited registrars, Registrar shall abide by that Code.

3.7.2 Registrar shall abide by applicable laws and governmental regulations.

3.7.3 Registrar shall not represent to any actual or potential Registered Name Holder that Registrar enjoys access to a registry for which Registrar is
Accredited that is superior to that of any other registrar Accredited for that registry.

3.7.4 Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder upon activation of the registration.

3.7.5 At the conclusion of the registration period, failure by or on behalf of the Registered Name Holder to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).

3.7.5.1 Extenuating circumstances are defined as: UDRP action, valid court order, failure of a Registrar’s renewal process (which does not include failure of a registrant to respond), the domain name is used by a nameserver that provides DNS service to third-parties (additional time may be required to migrate the records managed by the nameserver), the registrant is subject to bankruptcy proceedings, payment dispute (where a registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a registrant disputes the amount on a bill), domain name subject
to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.

3.7.5.2 Where Registrar chooses, under extenuating circumstances, to renew a domain name without the explicit consent of the registrant, the registrar must maintain a record of the extenuating circumstances associated with renewing that specific domain name for inspection by ICANN consistent with clauses 3.4.2 and 3.4.3 of this registrar accreditation agreement.

3.7.5.3 In the absence of extenuating circumstances (as defined in Section 3.7.5.1 above), a domain name must be deleted within 45 days of either the registrar or the registrant terminating a registration agreement.

3.7.5.4 Registrar shall provide notice to each new registrant describing the details of their deletion and auto-renewal policy including the expected time at which a non-renewed domain name would be deleted relative to the domain's expiration date, or a date range not to exceed ten (10) days in length. If a registrar makes any material changes to its deletion policy during the period of the registration agreement, it must make at least the same effort to inform the registrant of the changes as it would to inform the registrant of other material changes to the registration agreement (as defined in clause 3.7.7 of the registrars accreditation agreement).
3.7.5.5 If Registrar operates a website for domain name registration or renewal, details of Registrar's deletion and auto-renewal policies must be clearly displayed on the website.

3.7.5.6 If Registrar operates a website for domain registration or renewal, it should state, both at the time of registration and in a clear place on its website, any fee charged for the recovery of a domain name during the Redemption Grace Period.

3.7.5.7 In the event that a domain which is the subject of a UDRP dispute is deleted or expires during the course of the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the same commercial terms as the registrant. If the complainant renews or restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status, the WHOIS contact information for the registrant will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute finds against the complainant, the name will be deleted within 45 days. The registrant retains the right under the existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period, and retains the right to renew the name before it is deleted.

3.7.6 Registrar shall not insert or renew any Registered Name in any registry for which
Registrar is accredited by ICANN in a manner
contrary to an ICANN policy stating a list or
specification of excluded Registered Names that is
in effect at the time of insertion or renewal.

3.7.7 Registrar shall require all Registered Name
Holders to enter into an electronic or paper
registration agreement with Registrar including at
least the following provisions (except for domains
registered by the Registrar for the purpose of
conducting its Registrar Services where the
Registrar is also the Registered Name Holder, in
which case the Registrar shall submit to the
following provisions and shall be responsible to
ICANN for compliance with all obligations of the
Registered Name Holder as set forth in this
Agreement and ICANN policies established
according to this Agreement):

3.7.7.1 The Registered Name Holder
shall provide to Registrar accurate and
reliable contact details and promptly
correct and update them during the
term of the Registered Name
registration, including: the full name,
postal address, e-mail address, voice
telephone number, and fax number if
available of the Registered Name
Holder; name of authorized person for
contact purposes in the case of an
Registered Name Holder that is an
organization, association, or
corporation; and the data elements
listed in Subsections 3.3.1.2, 3.3.1.7
and 3.3.1.8.

3.7.7.2 A Registered Name Holder's
willful provision of inaccurate or
unreliable information, its willful failure
promptly to update information
provided to Registrar, or its failure to
respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for cancellation of the Registered Name registration.

3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.

3.7.7.4 Registrar shall provide notice to each new or renewed Registered Name Holder stating:

3.7.7.4.1 The purposes for which any Personal Data collected from the applicant are intended;
3.7.7.4.2 The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);

3.7.7.4.3 Which data are obligatory and which data, if any, are voluntary; and

3.7.7.4.4 How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.

3.7.7.5 The Registered Name Holder shall consent to the data processing referred to in Subsection 3.7.7.4.

3.7.7.6 The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.

3.7.7.7 Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the
Registered Name Holder in accordance with Subsection 3.7.7.4 above.

3.7.7.8 Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

3.7.7.10 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

3.7.7.11 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.
3.7.7.12 The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder’s domain name registration.

3.7.8 Registrar shall abide by any specifications or policies established according to Section 4 requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.

3.7.9 Registrar shall abide by any ICANN adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by registrars.

3.7.10 Nothing in this Agreement prescribes or limits the amount Registrar may charge Registered Name Holders for registration of Registered Names.

3.8 Domain-Name Dispute Resolution. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established
by ICANN under Section 4, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy identified on ICANN's website (www.icann.org/general/consensus-policies.htm).

3.9 Accreditation Fees. As a condition of accreditation, Registrar shall pay accreditation fees to ICANN. These fees consist of yearly and variable fees.

3.9.1 Yearly Accreditation Fee. Registrar shall pay ICANN a yearly accreditation fee in an amount established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation. This yearly accreditation fee shall not exceed US$4,000. Payment of the yearly fee shall be due within thirty (30) days after invoice from ICANN, provided that Registrar may elect to pay the yearly fee in four (4) equal quarterly installments.

3.9.2 Variable Accreditation Fee. Registrar shall pay the variable accreditation fees established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation, provided that in each case such fees are reasonably allocated among all registrars that contract with ICANN and that any such fees must be expressly approved by registrars accounting, in the aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all material terms of this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and ICANN.

3.9.3 For any payments thirty (30) days or more overdue, Registrar shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law from later of the date of the invoice or the date the invoice is sent pursuant to Section 5.11 of this
Agreement. On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

3.10 Insurance. Registrar shall maintain in force commercial general liability insurance with policy limits of at least US$500,000 covering liabilities arising from Registrar's registrar business during the term of this Agreement.

3.11 Obligations of Registrars under common controlling interest. Registrar shall be in breach of this Agreement if:

3.11.1 ICANN terminates an Affiliated Registrar's accreditation agreement with ICANN (an "Affiliate Termination");

3.11.2 Affiliated Registrar has not initiated arbitration challenging ICANN's right to terminate the Affiliated Registrar's accreditation agreement under Section 5.6 of this Agreement, or has initiated such arbitration and has not prevailed;

3.11.3 the Affiliate Termination was the result of misconduct that materially harmed consumers or the public interest;

3.11.4 a second Affiliated Registrar has pursued, after the Affiliate Termination, the same course of conduct that resulted in the Affiliate Termination; and

3.11.5 ICANN has provided Registrar with written notice that it intends to assert the provisions of this Section 3.11 with respect to Registrar, which notice shall identify in reasonable detail the factual basis for such assertion, and Registrar has failed
to cure the impugned conduct within fifteen (15) days of such notice.

3.12 Obligations of Third-Party Resellers. If Registrar enters into an agreement with a reseller of Registrar Services to provide Registrar Services ("Reseller"), such agreement must include at least the following provisions:

3.12.1 Reseller is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN unless it has written permission from ICANN to do so.

3.12.2 Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

3.12.3 Reseller shall identify the sponsoring registrar upon inquiry from the customer.

3.12.4 Reseller shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by reseller in connection with each registration will be deposited with Registrar or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to registrar in the event reseller breaches the reseller agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program granting
recognition to resellers that escrow privacy or proxy registration data as detailed above, and reseller meets any other criteria established by ICANN in accordance with its Bylaws, reseller shall be permitted to apply to ICANN for such recognition.

3.12.5 To the extent that Registrar is obligated to provide a link to an ICANN webpage, as detailed in subsection 3.15 below, Reseller also shall be under an obligation to provide such linkage.

3.12.6 If Registrar becomes aware that such a Reseller is in breach of any of the provisions of Section 3.12 of this Agreement, Registrar shall take reasonable steps to notify the Reseller that it is in breach of the reseller agreement and that Registrar has the right to terminate such agreement.

3.13 Registrar Training. Registrar’s primary contact as identified in Subsection 5.11 below or designee (so long as the designee is employed by Registrar or an Affiliated Registrar) shall complete a training course covering registrar obligations under ICANN policies and agreements. The training course will be developed in consultation with registrars. The course will be provided by ICANN at no expense to Registrar, and shall be available in an online format.

3.14 Registrar Audits. Registrar shall, upon no less than fifteen (15) days notice and as part of any reasonable contractual compliance audit, (1) timely provide the documents and information known by Registrar necessary to demonstrate compliance with the terms of this Agreement; and (2) permit ICANN to conduct site visits in compliance with all applicable laws to assess compliance with the terms of this Agreement, provided that ICANN, in its notice, states the specific compliance audit that it intends to conduct. ICANN shall not disclose Registrar confidential information gathered through such audits except as expressly permitted by an
ICANN specification or policy. If such specification or policy permits such disclosure, ICANN will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information. Such notice shall include to whom and in what manner ICANN plans to disclose such information.

3.15 In the event that ICANN gives reasonable notice to Registrar that ICANN has published a webpage that identifies available registrant rights and responsibilities, and the content of such webpage is developed in consultation with registrars, Registrar shall provide a link to the webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN Consensus Policies.

3.16 Registrar shall provide on its website its accurate contact details including a valid email and mailing address.

4. PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.

4.1 Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Agreement, Registrar shall comply with the terms of this Agreement on the schedule set forth in Subsection 4.4, with

4.1.1 new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by ICANN as Consensus Policies in the manner described in Subsection 4.3,

4.1.2 in cases where:

4.1.2.1 this Agreement expressly provides for compliance with revised specifications or policies established in the manner set forth in one or more subsections of this Section 4; or
4.1.2.2 The specification or policy concerns one or more topics described in Subsection 4.2.

4.2 Topics for New and Revised Specifications and Policies.
New and revised specifications and policies may be established on the following topics:

4.2.1 Issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability, and/or operational stability of Registrar Services, Registry Services, the DNS, or the Internet;

4.2.2 Registrar policies reasonably necessary to implement ICANN policies or specifications relating to a DNS registry or to Registry Services;

4.2.3 Resolution of disputes concerning the registration of Registered Names (as opposed to the use of such domain names), including where the policies take into account use of the domain names;

4.2.4 Principles for allocation of Registered Names (e.g., first-come/first-served, timely renewal, holding period after expiration);

4.2.5 Prohibitions on warehousing of or speculation in domain names by registries or registrars;

4.2.6 Maintenance of and access to accurate and up-to-date contact information regarding Registered Names and nameservers;

4.2.7 Reservation of Registered Names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical
management of the DNS or the Internet (e.g., "example.com" and names with single-letter/digit labels);

4.2.8 procedures to avoid disruptions of registration due to suspension or termination of operations by a registry operator or a registrar, including allocation of responsibility among continuing registrars of the Registered Names sponsored in a TLD by a registrar losing accreditation; and

4.2.9 the transfer of registration data upon a change in registrar sponsoring one or more Registered Names.

Nothing in this Subsection 4.2 shall limit Registrar's obligations as set forth elsewhere in this Agreement.

4.3 Manner of Establishment of New and Revised Specifications and Policies.

4.3.1 "Consensus Policies" are those specifications or policies established based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (a) action of the ICANN Board of Directors establishing the specification or policy, (b) a recommendation, adopted by at least a two-thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, that the specification or policy should be established, and (c) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of
reasoned support and opposition to the proposed policy.

4.3.2 In the event that Registrar disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review Panel established under ICANN's bylaws. Such review must be sought within fifteen (15) working days of the publication of the Board's action establishing the policy. The decision of the panel shall be based on the report and supporting materials required by Subsection 4.3.1. In the event that Registrar seeks review and the Independent Review Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then Registrar must implement such policy unless it promptly seeks and obtains a stay or injunctive relief under Subsection 5.6.

4.3.3 If, following a decision by the Independent Review Panel convened under Subsection 4.3.2, Registrar still disputes the presence of such a consensus, it may seek further review of that issue within fifteen (15) working days of publication of the decision in accordance with the dispute resolution procedures set forth in Subsection 5.6; provided, however, that Registrar must continue to implement the policy unless it has obtained a stay or injunctive relief under Subsection 5.6 or a final decision is rendered in accordance with the provisions of Subsection 5.6 that relieves Registrar of such obligation. The decision in any such further review shall be based on the report and supporting materials required by Subsection 4.3.1.

4.3.4 A specification or policy established by the ICANN Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN Supporting Organization, shall also be considered to be a Consensus Policy if adopted by
the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the Board reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the operational stability of Registrar Services, Registry Services, the DNS, or the Internet, and that the proposed specification or policy is as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for establishing the temporary specification or policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds ninety (90) days, the Board shall reaffirm its temporary establishment every ninety (90) days for a total period not to exceed one (1) year, in order to maintain such specification or policy in effect until such time as it meets the standard set forth in Subsection 4.3.1. If the standard set forth in Subsection 4.3.1 is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary specification or policy, it will no longer be a "Consensus Policy."

4.3.5 For all purposes under this Agreement, the policies specifically identified by ICANN on its website (www.icann.org/general/consensus-policies.htm) at the date of this Agreement as having been adopted by the ICANN Board of Directors before the date of this Agreement shall be treated in the same manner and have the same
effect as "Consensus Policies" and accordingly shall not be subject to review under Subsection 4.3.2.

4.3.6 In the event that, at the time the ICANN Board of Directors establishes a specification or policy under Subsection 4.3.1 during the Term of this Agreement, ICANN does not have in place an Independent Review Panel established under ICANN's bylaws, the fifteen-working-day period allowed under Subsection 4.3.2 to seek review shall be extended until fifteen (15) working days after ICANN does have such an Independent Review Panel in place and Registrar shall not be obligated to comply with the specification or policy in the interim.

4.4 Time Allowed for Compliance. Registrar shall be afforded a reasonable period of time after notice of the establishment of a specification or policy under Subsection 4.3 is e-mailed to Registrar and posted on the ICANN website at which time to comply with that specification or policy, taking into account any urgency involved.

5. MISCELLANEOUS PROVISIONS.

5.1 Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.6 below, provided the party seeking such performance is not in material breach of its obligations.

5.2 Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving ICANN thirty (30) days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to ICANN pursuant to this Agreement.

5.3 Termination of Agreement by ICANN. This Agreement may be terminated before its expiration by ICANN in any of the following circumstances:
5.3.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.

5.3.2 Registrar:

5.3.2.1 is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of those offenses; or

5.3.2.2 is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

5.3.3 Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances. Upon the execution of this agreement, Registrar shall provide ICANN with a list of the names of Registrar's directors and officers. Registrar also shall notify ICANN within thirty (30) days of any changes to its list of directors and officers.

5.3.4 Registrar fails to cure any breach of this Agreement (other than a failure to comply with a
policy adopted by ICANN during the term of this Agreement as to which Registrar is seeking, or still has time to seek, review under Subsection 4.3.2 of whether a consensus is present) within fifteen (15) working days after ICANN gives Registrar notice of the breach.

5.3.5 Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.6.

5.3.6 Registrar continues acting in a manner that ICANN has reasonably determined endangers the stability or operational integrity of the Internet after receiving three (3) days notice of that determination.

5.3.7 Registrar becomes bankrupt or insolvent.

This Agreement may be terminated in circumstances described in Subsections 5.3.1 - 5.3.6 above only upon fifteen (15) days written notice to Registrar (in the case of Subsection 5.3.4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.6 to determine the appropriateness of termination under this Agreement. If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five (5) working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 5.6. This Agreement may be terminated immediately upon notice to Registrar in circumstance described in Subsection 5.3.7 above.

5.4 Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it
meets the ICANN-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Agreement) that ICANN adopts in accordance with Subsection 2.3 and Subsection 4.3. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Agreement, ICANN posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 5.3 above) may elect, by giving ICANN written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and ICANN shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

5.5 Addition or Deletion of TLDs for Which Registrar Accredited. On the Effective Date, Registrar shall be accredited according to Subsection 2.1 for each TLD as to which an appendix executed by both parties is attached to this Agreement. During the Term of this Agreement, Registrar may request accreditation for any additional TLD(s) by signing an additional appendix for each additional TLD in the form prescribed by ICANN and submitting the appendix to ICANN. In the event ICANN agrees to the request, ICANN will sign the additional appendix and return a copy of it to Registrar. The mutually signed appendix shall thereafter be an appendix to this Agreement. During the Term of this Agreement, Registrar may abandon its accreditation for any TLD under this Agreement (provided that Registrar will thereafter remain
accredited for at least one (1) TLD under this Agreement) by giving ICANN written notice specifying the TLD as to which accreditation is being abandoned. The abandonment shall be effective thirty (30) days after the notice is given.

5.6 Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN’s failure to renew Registrar’s accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.6 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three (3) arbitrators: each party shall choose one (1) arbitrator and, if those two (2) arbitrators do not agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys’ fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys’ fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN or suspension of Registrar’s ability to create new Registered Names or initiate inbound transfers of Registered Names under Section 2.1 above, Registrar may at the same time request that the arbitration panel stay the termination or suspension until the arbitration decision is rendered. The arbitration panel shall order a stay: (i) upon showing by Registrar that continued operations would not be harmful to consumers or the public interest, or (ii) upon appointment by the arbitration panel of a qualified third party to manage the operations of the Registrar until the arbitration decision is rendered. In furtherance of sub-clause (ii) above, the arbitration panel is hereby granted all necessary authority to appoint a qualified third-party to
manage the operations of the Registrar upon the Registrar's request and if the panel deems it appropriate. In selecting the third-party manager, the arbitration panel shall take into consideration, but shall not be bound by, any expressed preferences of Registrar. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the Board's determination that a specification or policy is supported by consensus, Registrar may at the same time request that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

5.7 Limitations on Monetary Remedies for Violations of this Agreement. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of accreditation fees paid by Registrar to ICANN under Subsection 3.9 of this Agreement. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to accreditation fees owing to ICANN under this Agreement and, except in the case of a good faith disagreement concerning the interpretation of this agreement, reasonable payment to ICANN for the reasonable and direct costs including attorney fees, staff time, and other related expenses associated with legitimate efforts to enforce Registrar compliance with this agreement and costs incurred
by ICANN to respond to or mitigate the negative consequences of such behavior for registered name holders and the Internet community. In the event of repeated willful material breaches of the agreement, Registrar shall be liable for sanctions of up to five (5) times ICANN’s enforcement costs, but otherwise in no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.

5.8 Handling by ICANN of Registrar-Supplied Data. Before receiving any Personal Data from Registrar, ICANN shall specify to Registrar in writing the purposes for and conditions under which ICANN intends to use the Personal Data. ICANN may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty (30) days after it is provided to Registrar. ICANN shall not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data was provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.

5.9 Assignment; Change of Ownership or Management.

5.9.1 Either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld.

5.9.2 To the extent that an entity acquires a controlling interest in Registrar’s stock, assets or business, Registrar shall provide ICANN notice within thirty (30) days of such an acquisition. Such notification shall include a statement that affirms that Registrar meets the ICANN-adopted specification or policy on accreditation criteria then in effect, and is in compliance with its obligations under this Agreement. Within thirty (30) days of such notification, ICANN may request additional information from the Registrar establishing
compliance with this Agreement, in which case Registrar must supply the requested information within fifteen (15) days. Any disputes concerning Registrar's continued accreditation shall be resolved pursuant to Subsection 5.6.

5.10 **No Third-Party Beneficiaries.** This Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this Agreement, including any Registered Name Holder.

5.11 **Notices, Designations, and Specifications.** Except as provided in Subsection 4.4, all notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Each party shall notify the other party within thirty (30) days of any change to its contact information. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094-2536 USA  
Attention: Registrar Relations  
Telephone: 1/310/823-9358  
Facsimile: 1/310/823-8649

If to Registrar, addressed to:

[Registrar Name]  
[Courier Address]  
[Mailing Address]  
Attention: [contact person]
Registrar Website URL: [URL]
Telephone: [telephone number]
Facsimile: [fax number]
e-mail: [e-mail address]

5.12 Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

5.13 Language. All notices, designations, and specifications made under this Agreement shall be in the English language.

5.14 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.16 Entire Agreement. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN in connection with its Accreditation, this Agreement (including the appendices, which form part of it) constitutes the entire agreement of the parties pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.
ICANN

By: ________________________________

[Registrar]

By: ________________________________

Name: ________________________________

Title: ________________________________
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Uniform Domain Name Dispute Resolution Policy

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Policy Adopted: August 26, 1999
Implementation Documents Approved: October 24, 1999

Notes:

1. This policy is now in effect. See www.icann.org/udrp/udrp-schedule.htm for the implementation schedule.

2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).

3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar.
and it uses "you" and "your" to refer to the domain-name holder.

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at http://www.icann.org/en/dndr/udrp/uniform-rules.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes on or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:
a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.


This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/en/dndr/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
(ii) you have no rights or legitimate interests in respect of the domain name; and

(iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a) (ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5 (b)(iv) of the Rules of Procedure, in which case all
fees will be split evenly by you and the complainant.

**h. Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

**i. Remedies.** The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

**j. Notification and Publication.** The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

**k. Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have
received from you during that ten (10) business
day period official documentation (such as a copy
of a complaint, file-stamped by the clerk of the
court) that you have commenced a lawsuit against
the complainant in a jurisdiction to which the
complainant has submitted under Paragraph 3(b)
(xiii) of the Rules of Procedure. (In general, that
jurisdiction is either the location of our principal
office or of your address as shown in our Whois
database. See Paragraphs 1 and 3(b)(xiii) of the
Rules of Procedure for details.) If we receive such
documentation within the ten (10) business day
period, we will not implement the Administrative
Panel’s decision, and we will take no further
action, until we receive (i) evidence satisfactory to
us of a resolution between the parties; (ii)
evidence satisfactory to us that your lawsuit has
been dismissed or withdrawn; or (iii) a copy of an
order from such court dismissing your lawsuit or
ordering that you do not have the right to continue
to use your domain name.

5. All Other Disputes and Litigation. All other disputes
between you and any party other than us regarding your
domain name registration that are not brought pursuant to the
mandatory administrative proceeding provisions of Paragraph
4 shall be resolved between you and such other party through
any court, arbitration or other proceeding that may be
available.

6. Our Involvement in Disputes. We will not participate in any
way in any dispute between you and any party other than us
regarding the registration and use of your domain name. You
shall not name us as a party or otherwise include us in any
such proceeding. In the event that we are named as a party in
any such proceeding, we reserve the right to raise any and all
defenses deemed appropriate, and to take any other action
necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer,
activate, deactivate, or otherwise change the status of any
domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.
9. **Policy Modifications.** We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.
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Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules")

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As approved by the ICANN Board of Directors on 30 October 2009.

These Rules are in effect for all UDRP proceedings in which a complaint is submitted to a provider on or after 1 March 2010. The prior version of the Rules, applicable to all proceedings in which a complaint was submitted to a Provider on or before 28 February 2010, is at http://www.icann.org/en/dndr/udrp/uniform-rules-24oct99-en.htm. UDRP Providers may elect to adopt the notice procedures set forth in these Rules prior to 1 March 2010.

Administrative proceedings for the resolution of disputes under the Uniform Dispute Resolution Policy adopted by ICANN shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the
Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

1. Definitions

In these Rules:

**Complainant** means the party initiating a complaint concerning a domain-name registration.

**ICANN** refers to the Internet Corporation for Assigned Names and Numbers.

**Mutual Jurisdiction** means a court jurisdiction at the location of either (a) the principal office of the Registrar (provided the domain-name holder has submitted in its Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the domain name) or (b) the domain-name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time the complaint is submitted to the Provider.

**Panel** means an administrative panel appointed by a Provider to decide a complaint concerning a domain-name registration.

**Panelist** means an individual appointed by a Provider to be a member of a Panel.

**Party** means a Complainant or a Respondent.

**Policy** means the Uniform Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.
**Uniform Domain Name Dispute Resolution Policy**

- **Provider** means a dispute-resolution service provider approved by ICANN. A list of such Providers appears at http://www.icann.org/en/dndr/udrp/approved-providers.htm.

- **Registrar** means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

- **Registration Agreement** means the agreement between a Registrar and a domain-name holder.

- **Respondent** means the holder of a domain-name registration against which a complaint is initiated.

- **Reverse Domain Name Hijacking** means using the Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name.

- **Supplemental Rules** means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider and the Panel, and the form of cover sheets.

- **Written Notice** means hardcopy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted the complaint including any annexes to the
Respondent by the means specified herein. Written notice does not include a hardcopy of
the complaint itself or of any annexes.

2. Communications

(a) When forwarding a complaint, including any annexes, electronically to the
Respondent, it shall be the Provider's responsibility to employ reasonably available
means calculated to achieve actual notice to Respondent. Achieving actual notice, or
employing the following measures to do so, shall discharge this responsibility:

(i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in
the domain name's registration data in Registrar's Whois database for the registered domain-name
holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the
Provider for the registration's billing contact; and

(ii) sending the complaint, including any annexes, in electronic form by e-mail to:

(A) the e-mail addresses for those technical, administrative, and billing contacts;

(B) postmaster@; and
(C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and

(iii) sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant under Paragraph 3(b)(v).

(b) Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available), or by any reasonably requested preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)).

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.
(d) Communications shall be made in the language prescribed in Paragraph 11.

(e) Either Party may update its contact details by notifying the Provider and the Registrar.

(f) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

(i) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable

(ii) if delivered by telexcopy or facsimile transmission, on the date shown on the confirmation of transmission; or:

(iii) if by postal or courier service, on the date marked on the receipt.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).

(h) Any communication by

(i) a Panel to any Party shall be copied to the Provider and to the other Party;

(ii) the Provider to any Party shall be copied to the other Party; and
(iii) A Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i).

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

3. The Complaint

(a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

(b) The complaint including any annexes shall be submitted in electronic form and shall:

(i) Request that the complaint be submitted for decision in
accordance with the Policy and these Rules;

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);

(iv) Designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);

(v) Provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any
representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);

(vi) Specify the domain name(s) that is/are the subject of the complaint;

(vii) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;

(viii) Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future.);

(ix) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,

(1) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
(2) why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and

(3) why the domain name(s) should be considered as having been registered and being used in bad faith

(The description should, for elements (2) and (3), discuss any aspects of Paragraphs 4(b) and 4(c) of the Policy that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(x) Specify, in accordance with the Policy, the remedies sought;

(xi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(xii) State that a copy of the complaint, including any annexes, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the
Respondent (domain-name holder), in accordance with Paragraph 2(b);

(xiii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(xiv) Conclude with the following statement followed by the signature (in any electronic format) of the Complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors,
officers, employees, and agents."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(xv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

4. Notification of Complaint
(a) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, including any annexes, electronically to the Respondent and shall send Written Notice of the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

(b) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

(c) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with sending the complaint to the Respondent.

(d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the date of commencement of the administrative proceeding.

5. The Response
(a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The response, including any annexes, shall be submitted in electronic form and shall:

(i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent (domain-name holder) to retain registration and use of the disputed domain name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);

(iv) If Complainant has elected a single-member panel in the
complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

(v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);

(vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(vii) State that a copy of the response including any annexes has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b); and

(viii) Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this
Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(ix) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

(c) If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

(d) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(e) If a Respondent does not submit a response, in the absence of exceptional
circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision

(a) Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(d) Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These
candidates may be drawn from any ICANN-approved Provider's list of panelists.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

(f) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such
circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

8. Communication Between Parties and the Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider’s Supplemental Rules.

9. Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the Panelist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panelist is appointed in the case of a three-member Panel.

10. General Powers of the Panel

(a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

(b) In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

(c) The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.
(d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

(e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings

(a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

(b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

12. Further Statements

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.
14. Default

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

(c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.

(d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to
length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

(a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.

(b) Except if the Panel determines otherwise (see Paragraph 4(j) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination
(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

19. Fees

(a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected
by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Panel. See Paragraph 5(c). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

21. Amendments

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby.
These Rules may not be amended without the express written approval of ICANN.