

# Policy on Transfer of Sponsorship of Registrations Between Registrars

## A. Holder-Authorized Transfers

### 1. Registrar Requirements

The Registration Agreement between each registrar and its Registrant must allow for Registrants to transfer their domain name registrations between Registrars provided that the Gaining Registrar's transfer process meets the minimum standards of this policy. Inter-Registrar domain name transfer processes must be clear and concise in order to avoid confusion. Further, Registrars should inform Registrants of, and provide access to, the published documentation of the specific transfer process employed by the Registrars.

Both the Administrative Contact and the Registrant, as listed in the usTLD Administrator's publicly accessible WHOIS service, are the only parties that have the authority to approve or deny a transfer request to the Gaining Registrar. In the event of a dispute, the Registrant's authority supersedes that of the Administrative Contact. For the purposes of this Exhibit, the Registrant and the Administrative Contact are collectively referred to as the "Registered Name Holder."

### 2. Gaining Registrar Requirements

For each instance where a Registered Name Holder requests to transfer a domain name registration to a different Registrar, the Gaining Registrar shall:

- 2.1 Obtain express authorization from Registered Name Holder including the standard form of authorization and the Registered Name Holder's unique "AuthInfo" code.
  - 2.1.1 The authorization must be made via a valid Standardized Form of Authorization (FOA).
    - a) There are two different FOA's available on the usTLD Administrator's website. The FOA labeled "Initial Authorization for Registrar Transfer" must be used by the Gaining Registrar to request an authorization for a registrar transfer from the Registered Name Holder. The FOA labeled "Confirmation of Registrar Transfer Request" may be used by the Registrar of Record to request confirmation of the transfer from the Registered Name Holder. The FOA shall be communicated in English, and any dispute arising out of a transfer request shall be conducted in the English language.
    - b) In the event that the Gaining Registrar relies on a paper-based process to obtain this authorization, a paper copy of the FOA will suffice insofar as it has been signed by the Registered Name Holder.
    - c) If the Gaining Registrar relies on a paper-based authorization process, then the Gaining Registrar assumes the burden of obtaining reliable evidence of the identity of the Registered Name Holder and maintaining appropriate records proving that such evidence was obtained. Further the Gaining Registrar also assumes the burden for ensuring that the entity making the request is indeed authorized to do so. The acceptable forms of identification for these purposes are:
      - Notarized statement

- Valid Drivers license
  - Passport
  - Articles of Incorporation
  - Military ID
  - State/Government issued ID
  - Birth Certificate
- d) In the event that the Gaining Registrar relies on an electronic process to obtain this authorization the acceptable forms of identity would include:
- Electronic signature in conformance with United States legislation, in the location of the Gaining Registrar (if such legislation exists).
  - Consent from an individual or entity that has an email address matching the Registered Name Holder's email address.
- e) The Registrar of Record may not deny a transfer request solely because it believes that the Gaining Registrar has not received the confirmation set forth above.
- f) A transfer must not be allowed to proceed if no confirmation is received by the Gaining Registrar. The presumption in all cases will be that the Gaining Registrar has received and authenticated the transfer request made by a Registered Name Holder.

### 2.1.2 Collection of unique "AuthInfo" code from Registered Name Holder.

- a) Registrars must provide all Registered Name Holders with their unique "AuthInfo" code within five (5) calendar days of the Registered Name Holder's initial request if the Registrar does not provide facilities for the Registered Name Holder to generate and manage their own unique "AuthInfo" code.
- b) In addition, Registrars may not employ any mechanism for complying with a Registered Name Holder's request to obtain the applicable "AuthInfo" code that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder's contact or name server information.
- c) The Registrar must not refuse to release an "AuthInfo" code to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.
- d) Registrar-generated "AuthInfo" codes must be unique on a per-domain basis. The "AuthInfo" codes must be used solely to identify a Registered Name Holder.

### 2.2 Request by the transmission of a "transfer" command as specified in the Registrar Tool Kit that the usTLD Administrator database be changed to reflect the new Registrar.

- 2.2.1 Transmission of a "transfer" command constitutes a representation on the part of the Gaining Registrar that the requisite authorization has been obtained from the Registered Name Holder listed in the authoritative Whois database.

2.2.2 The Gaining Registrar is responsible for validating the Registered Name Holder requests to transfer domain names between Registrars. However, this does not preclude the Registrar of Record (also referred to as the "Losing Registrar") from exercising its option to independently confirm the Registered Name Holder's intent to transfer its domain name to the Gaining Registrar in accordance with Section 3 of this policy.

### 3. Obligations of the Registrar of Record

- 3.1 A Registrar of Record can choose independently to confirm the intent of the Registered Name Holder when a notice of a pending transfer is received from the Registry. The Registrar of Record must do so in a manner consistent with the standards set forth in this agreement pertaining to Gaining Registrars and must use the FOA for the purposes of verifying intent.
- 3.2 The FOA shall be communicated in English and any dispute arising out of a transfer request shall be conducted in the English language. This requirement does not preclude the Registrar of Record from marketing to its existing customers through separate communications in a language other than English.
- 3.3 The FOA should be sent by the Registrar of Record to the Registered Name Holder as soon as possible, but must be sent not later than twenty-four (24) hours after receiving the transfer request from the usTLD Administrator.
- 3.4 Failure by the Registrar of Record to respond within five (5) calendar days to a notification from the Registry regarding a transfer request will result in a default "**approval**" of the transfer.
- 3.5 In the event that a Registered Name Holder listed in the WHOIS has not confirmed its request to transfer with the Registrar of Record and the Registrar of Record has not explicitly denied the transfer request, the default action will be that the Registrar of Record must allow the transfer to proceed.
- 3.6 Upon denying a transfer request for any of the following reasons, the Registrar of Record must provide the Registered Name Holder and the potential Gaining Registrar with the reason for denial. The Registrar of Record **may deny** a transfer request **only** in the following specific instances:
  1. Evidence of fraud
  2. usTLD Dispute Resolution action
  3. Court order by a court of competent jurisdiction
  4. Reasonable dispute over the identity of the Registrant or Administrative Contact
  5. No payment for previous registration period (including credit card charge-backs) if the domain name is past its expiration date or for previous or current registration periods if the domain name has not yet expired. In all such cases, however, the domain name must be put into "Registrar Hold" status by the Registrar of Record prior to the denial of transfer.
  6. Express written objection to the transfer from the Registered Name Holder (e.g., email, fax, paper document or other processes by which the Registered Name Holder has expressly and voluntarily objected through opt-in means).

7. A domain name was already in “lock status” provided that the Registrar provides a readily accessible and reasonable means for the Registered Name Holder to remove the lock status.
  8. A domain name is in the first 60 days of an initial registration period.
  9. A domain name is within 60 days after being transferred (apart from being transferred back to the original Registrar in cases where both Registrars so agree and/or where a decision in the dispute resolution process so directs).
- 3.7 Instances when the requested change of Registrar **may not be denied** include, but are not limited to:
- Nonpayment for a pending or future registration period
  - No response within seven (7) calendar days of sending a communication to the Registrant or Administrative Contact.
  - Domain name in Registrar Lock Status, unless the Registered Name Holder has been provided with the reasonable opportunity and ability to unlock the domain name prior to the Transfer Request.
  - Domain name registration period time constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer.
  - General payment disputes between Registrar and business partners / affiliates in cases in which the Registered Name Holder for the domain in question has paid for the registration.
  - A dispute over payment. The Registrar of Records must not employ transfer processes as a mechanism to secure payment for services from a Registered Name Holder. Exceptions to this requirement are as follows: (i) in the case of non-payment for previous registration period(s) if the transfer is requested after the expiration date, or (ii) in the case of non-payment of the previous or current registration period, if transfer is requested before the expiration date.

#### 4. Registrar Coordination

- 4.1 Each Registrar is responsible for keeping copies of documentation, including the FOA and the Registered Name Holders response thereto that may be required for filing and supporting a dispute under the dispute resolution policy. Gaining Registrars must maintain copies of the FOA as received from the Registered Name Holder. Copies of the reliable evidence of identity must be kept with the FOA.
- 4.2 The Gaining Registrar must retain and produce pursuant to a request by a Losing Registrar a written or electronic copy of the FOA. In instances in which the Registrar of Record has requested copies of the FOA, the Gaining Registrar must fulfill the Registrar of Record’s request (including providing the attendant supporting documentation) within five (5) calendar days. Failure to provide this documentation within the time period specified is grounds for reversal by the usTLD Administrator in the event that a transfer complaint is filed in accordance with the requirements of this policy.
- 4.3 If either a Registrar of Record or a Gaining Registrar does not believe that a transfer request was handled in accordance with the provisions of this policy, then the Registrar may initiate a complaint with the usTLD Administrator.

- 4.4 For purposes of facilitating transfer requests, Registrars should provide and maintain a unique and private email address for use only by other Registrars and the usTLD Administrator:
  - 4.4.1 This email address is for issues related to transfer requests and the procedures set forth in this policy only.
  - 4.4.2 The email address should be managed to ensure messages are received by someone who can respond to the transfer issue.
  - 4.4.3 Messages received at such email address must be responded to within a commercially reasonable timeframe not to exceed seven (7) calendar days.

### 5. Registry Requirements

- 5.1 Upon receipt of the "transfer" command from the Gaining Registrar, the usTLD Administrator will transmit an electronic notification to both Registrars.
- 5.2 The usTLD Administrator shall complete the requested transfer unless within five (5) calendar days it receives a NACK protocol command from the Registrar of Record.
- 5.3. The usTLD Administrator shall undo a transfer if, after a transfer has occurred, the usTLD Administrator receives one of the notices as set forth below. In such case, the transfer will be reversed and the domain name reset to its original state. The usTLD Administrator must undo the transfer within five (5) calendar days of receipt of the notice except in the case of a Registry dispute decision, in which case the usTLD Administrator must undo the transfer within fourteen (14) calendar days unless a court action is filed. The notice required shall be one of the following:
  - 5.3.1 Agreement of the Registrar of Record and the Gaining Registrar sent by email, letter or fax that the transfer was made by mistake or was otherwise not in accordance with the procedures set forth in this policy;
  - 5.3.2 The final determination of a dispute resolution body having jurisdiction over the transfer; or
  - 5.3.3 Order of a court having jurisdiction over the transfer.

### 6. Records of Registration

Each Registrar shall require its customer, the Registered Name Holder, to maintain its own records appropriate to document and prove the initial domain name registration date.

### 7. Effect on Term of Registration

The completion by usTLD Administrator of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years.

## B. usTLD Administrator Approved Transfers

Transfer of all of the registrations held by one registrar as the result of acquisition of that registrar or its assets by another registrar may be made according to the following procedure:

- (a) The acquiring registrar must be accredited by usTLD Administrator for the usTLD under an Accreditation Agreement and must have in effect a usTLD Administrator-Registrar Agreement with usTLD Administrator for the usTLD.
- (b) The usTLD Administrator shall determine in its sole discretion that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a registrar.

Upon satisfaction of these two conditions, the usTLD Administrator will make the necessary one-time changes in the registry database for no charge for transfers involving 50,000 name registrations or fewer; provided that the data to be transferred to the usTLD Administrator is in the form specified by the usTLD Administrator ("Approved Format"). If the transfer involves registrations of more than 50,000 names, and the data to be transferred to the usTLD Administrator is in the Approved format, the usTLD Administrator will charge the acquiring registrar a one-time flat fee of US \$50,000. If the data to be transferred is not in the Approved Format, the usTLD Administrator may charge a reasonable fee, as determined by the usTLD Administrator, in connection with the cost associated with reformatting such data.