

Required Registrar Notes to Registrants

The following table is a summary that identifies ICANN requirements for notices that Registrars must provide to registrants, in response to a request for this information from the EPDP Phase 2 Team. Nothing in this summary is intended to waive or expand any existing requirements, and please refer to the full text of the agreements/policies for the full set of requirements.

In addition to the requirements set forth below, registrars may be required to provide other notices to their customers to comply with applicable laws or their Registry-Registrar Agreements.

	Source of Requirement	Requirement	Substance of Required Notice
1	RAA ¹ 3.7.5.4 EDDP ² 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.	Notice of registrar's deletion and auto-renewal policies.
2	RAA 3.7.5.5 EDDP 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.	Display of registrar's deletion and auto-renewal policies on registrar website.
3	RAA 3.7.5.6 EDDP 3.7.5.6 ERRP ³ 4.1	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. Registrars must make their renewal fees, post-expiration renewal fees (if different), and redemption/restore fees reasonably available to registered name holders and prospective registered name holders at the time of registration of a gTLD name.	Access of domain name fees (recovery, renewal, post-expiration, and redemption/restore) displayed on registrar website.

¹ All references to the "RAA" are to the 2013 Registrar Accreditation Agreement, available at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en>.

² The Expired Domain Deletion Policy is available at <https://www.icann.org/resources/pages/registars/accreditation/eddp-en>.

³ The Expired Registration Recovery Policy is available at <https://www.icann.org/resources/pages/errp-2013-02-28-en>.

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		<p>4.1.1. At a minimum, these fees must be clearly displayed on the registrar's website and a link to these fees must be included in the registrar's registration agreements. Registrars who do not offer or provide registrar services through a website must at least include the fees in their registration agreements.</p> <p>4.1.2. Additionally, registrars must ensure that these fees are displayed on their resellers' websites.</p>	
4	ERRP 4.2	<p>Registrars must describe on their websites (if used) the methods used to deliver pre- and post-expiration notifications described in section 2 above.</p> <p>4.2.1. This description should generally include communications channels/media that will be used and identification of the point of contact to which the notices will be transmitted (e.g., email to registered name holder, telephone call to administrative contact, postal mail to customer, etc.).</p> <p>4.2.2. Registrars' registration agreements must include either a similar description of its notification methods or a link to the applicable page(s) on its website where this information is available.</p> <p>4.2.3. Additionally, registrars must ensure that these communication methods are described on their resellers' websites.</p>	Description of notification and communication methods displayed on registrar website.
5	RAA 3.7.7	<p>Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the provisions set forth in Subsections 3.7.7.1 through 3.7.7.12...</p> <p><i>[TOS notice requirements include all the following]:</i></p> <p>3.7.7.1 The Registered Name Holder shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change 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.</p> <p>3.7.7.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the</p>	Registered Name Holder registration agreement with Registrar.

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		<p>Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.</p> <p>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 discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.</p> <p>3.7.7.4 Registrar shall provide notice to each new or renewed Registered Name Holder stating:</p> <p>3.7.7.4.1 The purposes for which any Personal Data collected from the applicant are intended;</p> <p>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);</p> <p>3.7.7.4.3 Which data are obligatory and which data, if any, are voluntary; and</p> <p>3.7.7.4.4 How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.</p> <p>3.7.7.5 The Registered Name Holder shall consent to the data processing referred to in Subsection 3.7.7.4.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by Registrar or</p>	

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		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.	
6	RAA 3.7.10	Registrar shall publish on its website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.	Access to Registrants' Benefits and Responsibilities displayed on registrar website.
7	RAA 3.7.11	Registrar shall make available a description of the customer service handling processes available to Registered Name Holders regarding Registrar Services, including a description of the processes for submitting complaints and resolving disputes regarding the Registrar Services.	Access to registrar's description of customer service handling processes.
8	RAA 5.7.3	Upon suspension, Registrar shall notify users, by posting a prominent notice on its web site, that it is unable to create or sponsor new gTLD domain name registrations or initiate inbound transfers of Registered Names. Registrar's notice shall include a link to the notice of suspension from ICANN.	Registrar's notice of suspension.
9	WDRP ⁴	Each registrar must provide, before the passage of the anniversary of the creation date of each registration the registrar sponsors, a WDRP Notice (described below) to the registrant for that registration.	Registrar WDRP Notice to registrant
10	ERRP 2.1	2.1.1. Prior to the expiration of any gTLD registration, registrars must notify the registered name holder of the expiration at least two times. One of these notices must be sent approximately one month prior to expiration and one must be sent approximately one week prior to expiration. In the event the registration is transferred	Registrar's notice domain name expiration.

⁴ The WHOIS Data Reminder Policy is available at <https://www.icann.org/resources/pages/registrars/consensus-policies/wdrp-en>.

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		to a different registered name holder pursuant to a provision of the registration agreement and in relation to the expiration of the registration (as described in paragraph 1.2) these renewal notices must be transmitted instead to the RAE. Nothing in this policy is intended to preclude registrars from sending additional notices, provided that at least two required notices are sent at the required times. 2.1.2. If a registration is not renewed by the RAE or deleted by the registrar, within five days after the expiration of the registration, the registrar must transmit at least one additional expiration notice to the RAE that includes instructions for renewing the registration.	
11	Transfer Policy ⁵ (TP) I.A.1	“...Registrars should make reasonable efforts to inform Registered Name Holders of, and provide access to, the published documentation of the specific transfer process employed by the Registrars.”	Inform and access to Registrar’s transfer process
12	TP I.A.2	Sending the gaining registrar FOA	Sending gaining registrar FOA
13	TP I.A.3	Sending the losing registrar FOA and the part in I.A.3.7 “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.”	Sending losing registrar FOA
14	TP I.A.5	providing the AuthInfo code and the part “Registrars may only set a domain name in “ClientTransferProhibited” status upon registration or subsequent request by the Registered Name Holder, provided, however, that the Registrar includes in its registration agreement (obtaining the express consent of the Registered Name Holder) the terms and conditions upon which it prohibits transfer of the domain name.”	Registrars setting domain name in “ClientTransferProhibited” status
15	TP II.B.C	“To process a Change of Registrant from the Prior Registrant to a New Registrant, the Registrar must do all of the following:	Registrant Name Holder change process.

⁵ The Transfer Policy is available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>

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		<p>... 1.2 Obtain confirmation of the Change of Registrant request from the New Registrant, or a Designated Agent of the New Registrant. The Registrar must use a secure mechanism² to confirm that the New Registrant and/or their respective Designated Agents have explicitly consented to the Change of Registrant. In obtaining the confirmation, the Registrar must inform the New Registrant or its Designated Agent, if applicable, that the New Registrant must enter into a registration agreement with the Registrar (a link to the registration agreement itself can be provided). The Registrar must also inform the New Registrant or Designated Agent, if applicable, that the request will not proceed if it is not confirmed in a number of days set by the Registrar, not to exceed sixty (60) days);</p> <p>1.3 Inform the Prior Registrant or its Designated Agent that if its final goal is to transfer the domain name to a different registrar, the Prior Registrant is advised to request the inter-registrar transfer before the Change of Registrant to avoid triggering the 60-day lock described in Section II.C.2 (unless the Registrar gave the Prior Registrant the option to opt out of the 60-day lock, and the Prior Registrant opted out the 60-day lock);</p> <p>1.4 Upon or after informing the Prior Registrant or its Designated Agent, if applicable, as described in II.C.1.3 above, obtain confirmation of the Change of Registrant request from the Prior Registrant, or the Designated Agent of the Prior Registrant. The Registrar must use a secure mechanism to confirm that the Prior Registrant and/or their respective Designated Agents have explicitly consented to the Change of Registrant. In obtaining the confirmation, the Registrar must inform the Prior Registrant or Designated Agent, if applicable, that the Change of Registrant request will not proceed if it is not confirmed in a number of days set by the Registrar, not to exceed sixty (60) days);³</p> <p>...</p> <p>1.6 Notify the Prior Registrant and New Registrant before or within one day of the completion of the Change of Registrant. The notification must:</p> <p>1.6.1 always be sent to both the New Registrant and Prior Registrant before or within one day of the Change of Registrant being performed;</p> <p>1.6.2 explain the request that was received and list the domain(s) in question;</p> <p>1.6.3. include contact information for questions.</p>	

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		1.6.4 Advise the Prior Registrant and New Registrant of the 60-day inter-registrar transfer lock as described in Section II.C.2 or advise the Prior Registrant that it previously opted out of the 60-day inter-registrar transfer lock as described in Section II.C.2.”	
16	UDRP ⁶	<p>Communication of Decision to Parties</p> <p>(a) Within three (3) business 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 within three (3) business days of receiving the decision from the Provider communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.</p> <p>(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.</p> <p>*Each party here includes the Respondent who is the RNH at the time of the proceedings.</p>	Communication of Decisions to Parties
17	EPDP ⁷ Rec#5 (pending)	For the purpose of the Technical contact, which is optional for the Registered Name Holder to complete (and if the Registrar provides this option), Registrars are to advise the Registered Name Holder at the time of registration that the Registered Name Holder is free to (1) designate the same person as the registrant (or its representative) as the technical contact; or (2) provide contact information which does not directly identify the technical contact person concerned.	Option of registering the Technical contact

⁶ The Uniform Domain Name Dispute Resolution Policy is available at <https://www.icann.org/resources/pages/policy-2012-02-25-en>

⁷ The EPDP Final Report is available at <https://gns0.icann.org/sites/default/files/file/field-file-attach/epdp-gtld-registration-data-specs-final-20feb19-en.pdf>

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18	EPDP Rec#12	Registrars will present some disclosure, disclaimer or confirmation when data is entered in the Organization field. Registrars are free to develop their own process (e.g., opt-in, pop-up advisory or question, locked/grayed out field). 2) If the registered name holder confirms the data and agrees to publication: a) The data in the Organization field will be published, b) The Organization will be listed as the Registered Name Holder. c) The name of the registered name holder (a natural person) will be listed as the point of contact at the Registrant Organization.	Organization field disclosure