Constituency Comment
Clarification of Reasons for Denial of Inter-Registrar Transfers

March 1, 2008

Introduction

Inter-registrar domain transfers are a natural component of a competitive registration environment. Registrars are, by definition, in a business that requires competitive distinction. When a customer chooses to move from one registrar to another the process must be fair, clear, secure and reliable. Any opportunity to ensure that all parties to the transfer process understand their roles, rights and responsibilities is welcome.

The ISPCP community in particular welcomes the opportunity to make the definition of key terms in the registration process more precise and less open to interpretation. The ISPCP community also believes that careful descriptions of the inter-registrar transfer process will provide an avenue to appropriate enforcement of agreements between registrars and the owners of domain names. For customers of ISPs, this means that there will be a clearer process for avoiding domain hijacking and other fraudulent activities.

There are four points in the inter-registrar transfer policy that itemize reasons for which a Registrar of Record may deny a request to transfer. They are:
- Denial for nonpayment
- Denial for lock status
- Denial for 60 days of initial registration period
- Denial for 60 days after previous transfer

We take each of these reasons in turn.

Denial for nonpayment

The denial of a transfer based on nonpayment is based on the proposition that an agent for a domain name holder should not be allowed to transfer a domain prior to all appropriate payments being made. The current language provides for specific payment types (credit-card chargebacks) and attempts to define the period in which the services took place (but were not paid for).

The ISPCP believes this could be simplified by not specifying any payment types; instead, simply defining nonpayment as the absence of payment, of any kind, for services. The ISPCP also believes that clarity in defining the period in which the nonpayment occurs is important. The current term of service should be the period between the current registration (not, the initial registration) and the expiration date for service (the moment at which, according to the registration agreement, a new payment is required from the registrant to the registrar).

The ISPCP community believes that this would help to clarify this reason for denial in the case where there were automatic renewals of domain name registrations. Agreements for grace periods for automatic renewal between registries and registrars need not be standardized if the current term of service metric is used for transfer denials based on nonpayment.

A possible redrafting of this provision might be:

> *"Nonpayment by the registrant of registrar's fees for the current term of registration services as defined by the time between the most recent registration of the name and the time at which the term of service for those fees has expired. All denials for nonpayment require that the registrar place the domain name in "Registrar Hold" status prior to the denial."*

Denial for Lock Status

We agree with the general consensus of the community that the mechanisms for a domain name entering and leaving Lock Status must be clarified. In particular, domain name holders and agents for registrants must have some standardized, reliable and transparent process to enable registrants to address whatever issue put a domain name in Lock Status.

A lack of uniformity in this area leads to confusion amongst registrants who are trying to remove the Lock Status from a particular domain. While the ISPCP does not believe that the transfer policy should require an exactly duplicate service among all registrars, it does believe that every registrant is entitled to a "readily accessible and reasonable" service. For the ISPCP community the criteria for "readily accessible and reasonable," include:

- Clearly available the same web site as the registrar's online registration interface;
- Can be activated either online, or through the registrar's telephone customer service support
- Provides clear indication of the reason for Lock Status
- Provides clear indication of what action is needed to remove Lock Status
- Provides a mechanism for ensuring that the registrant is protected from abuse by someone else using the Lock Status interface

Denial for 60 days of initial registration period

The ISPCP believes that the set of circumstances under which legitimate denial of transfer occurs should be as minimal as possible. In this case the 60 day period should be examined (an assessment should be made of whether 60 days is the correct duration). In addition, the period in which this denial should be possible should be in "the first 60 days of the current term of service" as defined above. This eliminates any possible confusion about the language relating to "initial registration period."

Denial for 60 days after previous transfer

The ISPCP believes that this "reason for denial of a transfer request" is no longer required and should not be part of the inter-registrar transfer policy. We stress that the circumstances under which legitimate denial of transfer occurs should be limited. We do not believe that this reason for denial – 60 locks because of transfer – reduces fraud or provides registrants and registrars any additional protections not already in place.

In addition, genuine transfers between registrars would start a new clock on the "current term of service" as defined in proposed text elsewhere in this paper. The result is that both registrants and registrars have the protections afforded by this new definition of the period of time in which registration services take place.

Constituency statement

This is the consensus statement of the ISPCP constituency arrived at through the mechanisms provided by the ISPCP bylaws in effect at the time of the drafting of this position. ISPCP positions are usually arrived at through a combination of initial drafting, email discussion and constituency teleconferences and meetings.