



**NAME:** CONSULTATION PAPER ON THE PROPOSED  
DOMAIN NAME FRAMEWORK FOR .OM  
CCTLD

**REFERENCE:** PCO/TA/0011

**ISSUE:** 1.0

**DATE:** 13<sup>th</sup> SEPTEMBER 2008

## **PART I: INVITATION TO COMMENT**

### **BACKGROUND**

1. The Telecommunications Regulatory Authority (TRA) of the Sultanate of Oman was established under the Royal Decree 30/2002 to regulate the Telecommunication Sector of the Sultanate of Oman. As the Oman country-code top-level domain (.om ccTLD) falls under the TRA's jurisdiction as referred article (8-10) repeated in the Telecom Regulatory Act.
2. The TRA intends to set up an entity named omDA (.om Domain Administration) as a department of the TRA to take over the function of managing the .om ccTLD. Existing .om domain names will be migrated from Omantel to omDA after which omDA will be solely in charge of managing the .om ccTLD.
3. To ensure that the .om ccTLD is administered and managed in a professional, efficient and effective manner, a domain name framework for .om ccTLD has been developed. The proposed framework is set out in Part II and Part III.

### **COMMENTS INVITED**

4. The TRA seeks through this public consultation paper, written comments from interested parties, on the proposed domain name framework for the .om ccTLD.
5. All comments would be taken into consideration. The Authority is, however, not bound to accept any or all received comments.
6. Interested parties are requested when providing their comments, to specify contact details including address and contact number.
7. All comments must be received no later than **8<sup>th</sup> November 2008**
8. Replies in relation to the public consultation may be submitted to the Authority along with an electronic copy by any of the following means:
  - (a) **By Mail:** P.O. Box 579, Ruwi, P.C 112-Sultanate of Oman.
  - (b) **By Hand:** TRA Head Quarter – 2<sup>nd</sup> Floor, Oman Oil Company Building, Al-Qurum.
  - (c) **By E-mail:** [fpconsulting@tra.gov.om](mailto:fpconsulting@tra.gov.om)

## **PART II : REGISTRY-REGISTRAR FRAMEWORK**

### **BACKGROUND**

9. To support and complement the increase in .om domain names and to be inline with International best practices, omDA (“Registry”) intends to implement a shared registry system.
10. Under the shared registry system, omDA will accredit a number of authorised agents (“Registrars”) to act as registration agents for domain name registrants to maintain registrants’ .om domain name registrations with the Registry
11. To ensure that accredited registrars comply with the rules, regulations and polices set by omDA, registrars would be required to sign a Registry-Registry Agreement with omDA in order to become accredited.
12. omDA reserves the right to withdraw the accreditation of any non-performing registrar by giving due notice.
13. The proposed registrar accreditation scheme is discussed in the following paragraphs.

### **RESPONSIBILITIES OF REGISTRARS**

14. Accredited registrars will have to perform the following:
  - a) Performing the functions of registration, modification, renewal, transfer and deletion of .om domain names;
  - b) Ensuring the confidentiality and security of registration information;
  - c) Performing payment collection and billing of invoices to registrants for domain registrations;
  - d) Maintaining a reliable backup system for registration and payment information; and
  - e) Fulfilling its registrar obligations to both its registrants and the Registry.
  - f) Registrars must at all times fully comply with the Registry’s policies as issued by the Registry from time to time.
  - g) Registrars and their resellers must agree to abide to the Domain Name Supplier’s Code of Practice at all times (attached at the end of Part I)
15. In addition, registrars shall undertake to provide the registration service as a standalone service in its suite of other services (such as hosting of websites

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and email addresses) to meet the needs of registrants who prefer to have other entities provide such services.

**Question 1: TRA invites views and comments on whether there are additional responsibilities of the registrar that TRA should take into consideration.**

## MINIMUM ACCREDITATION CRITERIA

16. To encourage competitive pricing and service innovation, there would be no limit to the number of registrars that could be accredited.
17. To ensure registrants' interest is adequately protected, only credible and reliable entities will be accredited as registrars.
18. Accredited registrars have to meet the following criteria:
  - a) **Business Capability.** Applicant must have a minimum working capital of RO 20,000 and must be an Oman registered business entity. Applicant must submit a business plan on how it intends to grow and sustain the business of domain name registrations.
  - b) **Technical Capability.** Applicant must demonstrate how it can accurately, securely and reliably perform the registration of domain names. The applicant must demonstrate that it has registration and billing systems that will ensure that appropriate transactions between the applicant and its registrants are initiated in a timely and professional manner and accurately recorded.
  - c) **Organizational Capability.** Applicant must demonstrate its capability to provide prompt and efficient customer service and technical support for registrants. Applicant must have and maintain sufficient staff who are trained and qualified to provide such support. Applicant must show that the company and/or its staff have prior experience performing domain name registrations for a continuous period of not less than 6 months.

**Question 2: TRA invites views and comments on the proposed minimum accreditation criteria to accredit registrars. TRA seeks views on whether the above criteria are too stringent and may pose a high barrier of entry for potential registrars especially small and medium enterprises.**

## FEES

19. An application processing fee of RO 500 will be payable by each applicant to cover the cost incurred by omDA to process the application. The fee is non-fundable.
20. Once accredited, the accredited registrar will remain accredited until the Registry or registrar terminates the Registry-Registry Agreement.
21. To make the accreditation scheme attractive by minimising business cost for potential registrars, there will be no annual accreditation fee.

22. To encourage market-based competition, the wholesale price of each domain name registration offered to every registrar will be the same and each registrar is free to set their own retail price.
23. However, in the event that there is only one accredited registrar, the Registry reserves the right to require the registrar to submit its retail prices for domain transactions for the Registry's approval.

**Question 3: TRA invites views and comments on the proposed registrar fees strategy.**

**DOMAIN NAME SUPPLIER'S CODE OF PRACTISE**

**Background**

1. The Code of Practice ("Code") is a compulsory set of principles and approaches to market conduct for omDA accredited registrars and their appointed resellers ("Domain Name Suppliers") and is to be read in conjunction with the omDA's Registry-Registrar Agreement and all applicable rules, procedures, policies and guidelines published by omDA.

**Objectives**

2. The objective of the Code is to promote and protect the interests of the Domain Name Registration Industry, Domain Name Suppliers, Registrants and Customers by:
  - a) establishing minimum standards for dealings between Domain Name Suppliers and Registrants;
  - b) ensuring that Registrants receive accurate, complete and timely information concerning Domain Name registrations, renewals, transfers and solicitations;
  - c) preventing practices that undermine the reputation of the industry and the interests of Registrants;

**Domain Name Registrations**

3. Domain Name Suppliers must not register Domain Names on their own behalf for the purpose of preventing others from registering the domain name. Unless the Domain name is for the Domain Name Supplier's own use, Domain Name Suppliers must only register a Domain Name at the request of a Customer and renew a Domain Name at the request of a Registrant.

### **Contact with Customers**

4. A Domain Name Supplier must not send a renewal notice to a Registrant, or any other communication that might reasonably be construed by a Registrant to be a renewal notice, for a specific Domain Name unless the Domain Name Supplier:
  - a) is the Registrar (or a reseller of the Registrar) of the Registrar-of-Record for that Domain Name; or
  - b) has been contacted by the Registrant to do so.
5. A Domain Name Supplier for a specific Domain Name must make reasonable commercial efforts to advise the Registrant at least 30 days prior to expiry of a Domain Name of the need to renew it.

### **Fees and Service Offerings**

6. A Domain Name Supplier must clearly describe the registration service it will provide to Registrants and the fees for the service.
7. If a Domain Name Supplier provides bundled Products, Products bundled with other goods or services (whether related services such as hosting or forwarding services or otherwise) or both, then the Domain Name Supplier must specify the unbundled price of each Product.
8. Domain Name Suppliers must provide Customers with information about Products that is clear, accurate, complete; and not confusing, misleading or deceptive.
9. Domain Name Suppliers must publish on their website, and observe, a written Complaints handling process which is to be available to all Customers at no charge. Domain Name Suppliers must deal with complaints within a reasonable timeframe, and must advise complainant of the outcome of the investigations of the complaint.
10. Domain Name Suppliers shall uphold the integrity and reputation of Oman's Domain Name Industry.

### **Code Enforcement**

11. Alleged breaches of this Code will be dealt with, by omDA under its Complaints Policy.
12. A breach of this Code may result in the suspension or termination of the Registrar's omDA accreditation or the termination of the Registry-Registrar Agreement.

**Question 4: TRA invites views and comments on the proposed Domain Name Supplier's Code of Practice.**

## PART III : REGISTRY DOMAIN NAME POLICY FRAMEWORK

### DOMAIN NAMES ELIGIBILITY AND ALLOCATION POLICY

24. The domain names eligibility and allocation policy sets out omDA's policy for domain name categories and eligibility criteria for .om domain names.

25. Structure of .om Domain

25.1. The .om domain comprises of the top-level domain of .om and second-level domains - com.om, edu.om, gov.om, net.om, org.om, mil.om, museum.om, pro.om and med.om.

25.2. Each domain level has a purpose. For example, com.om is for commercial companies, gov.om is for government departments and org.om is for non-profit organisations. The purpose of domain level dictates the eligibility criteria and guidelines applicable in the respective domain level.

26. Categories and Eligibility Criteria for .om Domain

26.1. omDA will accept registrations of (a) second-level domain names under the top-level domain of .om and (b) third-level domain names under the second-level domains such as com.om, org.om, net.om, edu.om, gov.om, etc. The eligibility criteria and guidelines are as follows:

**a .om – for commercial or trading company**

i An applicant in this category must be an excellent company registered with the Ministry of Commerce and Industry of the Sultanate of Oman.

ii An applicant in this category is required to furnish relevant document of the Ministry of Commerce and Industry to show that the entity is an excellent company registered in the Sultanate of Oman and is currently active.

**b com.om – for commercial and trading company**

i An applicant in this category must be a commercial or trading company and must be registered with the Ministry of Commerce and Industry of the Sultanate of Oman.

ii An applicant in this category is required to furnish relevant document of the Ministry of Commerce and Industry to show that the entity is registered in the Sultanate of Oman and is currently active.

**c edu.om – for educational institutions**

i An applicant in this category should be an educational institution (e.g. universities and colleges) registered with the Ministry of Higher Education of the Sultanate of Oman or an elementary, secondary or

high school with a valid license from the Ministry of Education of the Sultanate of Oman.

- ii An applicant in this category is required to furnish relevant document (e.g. a certificate of registration/valid licence) from the relevant Ministry.
- iii An applicant who is not registered with either the Ministry of Higher Education or the Ministry of Education but who conducts on-going and systematic courses or training where such courses are training:
  - lead to certification/qualification recognised by a relevant ministry or authority in the Sultanate of Oman; or
  - receive support (e.g. funding, endorsement, validation, etc) of a relevant ministry or authority in the Sultanate of Oman.

**d gov.om – for Government Departments and Ministries of the Sultanate of Oman**

An applicant in this category is one that forms part of the Government of the Sultanate of Oman. For example, Ministry of Commerce and Industry, the Ministry of Education, etc and other government departments in the Sultanate of Oman may apply for this category.

**e net.om – for network providers**

- 1. An applicant in this category must be an info-comm operator or a network provider in the Sultanate of Oman.
- ii An applicant in this category must be registered with the Ministry of Transportation and Communications or TRA.
- iii An applicant in this category is required to furnish relevant document (e.g. possessing a valid certificate of registration/licence) from the Ministry of Transportation and Communications or TRA.

**f org.om – for non-profit organisations**

- i An applicant in this category should be registered with the Ministry of Social Affairs of the Sultanate of Oman.
- ii An applicant in this category is required to furnish relevant document (e.g. a certificate of registration) from the Ministry of Social Affairs, to show that it is a registered non-profit organisation in the Sultanate of Oman.
- iii Applicants for names under this category include other miscellaneous non-profit organisations which are not registered with the Ministry of Social Affairs. Applicants are required to submit justification or furnish relevant documents showing bona fide need to have this name.

**g mil.om – for Ministry of Defense establishments**

- i The domain is used by all Ministry of Defense establishments.
- ii An applicant in this category must be one that forms part of the Ministry of Defense of the Sultanate of Oman.
- iii An applicant of this category must produce relevant document (e.g. a letter of authorization) from the Ministry of Defense.

**h museum.om - for Museums**

- i An applicant in this category must be the owner/operator of a museum registered/recognised by the Ministry of National Heritage and Culture of the Sultanate of Oman.
- ii An applicant of this category must produce relevant document (e.g valid registration certificate) from Ministry of National Heritage and Culture.

**i pro.om - for Professionals, and Professionals Association**

- i An applicant in this category must be registered Professional Associations and professionals who are registered member of any Professional Association such as Medical Association, Lawyers' Society, Accounting Association, etc.
- ii An applicant of this category must produce relevant document from the relevant government department.
- iii An applicant of this category, who is an individual professional, must produce relevant document (e.g possessing a valid registration certificate) from the relevant Association

**j med.om – for hospitals and medical clinics**

- i An applicant in this category should be hospitals and medical clinics registered with the Ministry of Health of the Sultanate of Oman.
- ii An applicant in this category is required to furnish relevant document (e.g. possessing a valid licence) of the Ministry of Health to show that it is a registered hospital or medical clinic in the Sultanate of Oman.

27. Verification of Document by Registrars

27.1. Registrars must ensure that the registrant submits all relevant documents for the registration of the domain name at the time of application.

28. Rights of omDA

- 28.1. omDA may, as the need arises and after careful evaluation, introduce new second-level domain; or remove existing second-level domain; or amend the eligibility criteria of existing categories.

**Question 5: TRA invites views and comments on the proposed domain name eligibility and allocation policy. TRA seeks views on whether TRA should relax the rules to allow any Oman company (not limited to 'excellent' companies) to register domain names under '.om'. TRA welcomes views on the best implementation approach for omDA to open up the '.om' category in a fair and orderly manner (e.g. via a 'Sunrise' exercise giving priority to trademark holders).**

## **RESERVED NAME POLICY**

29. omDA will maintain a list of reserved names that are not available for registration under the .om domain.

30. The Reserved Name List

- 30.1. The list of reserved names is categorised as follows:

- a Generic top level domain (gTLD)**  
All generic top level domains (gTLDs) (e.g. .com, .org, .net, .edu, .gov, .aero, .biz, .info, etc) created or to be created by ICANN in the future.
- b Two letter country-code top level domain (ccTLD)**  
All two letter country codes (e.g. .ae, ca, .jp, .kr, .my, .uk, .ye) assigned by the Internet Assigned Numbers Authority (IANA).
- c Geographical names**  
Names of countries, states or provinces (e.g. Egypt, Japan, Malaysia, Saudi Arabia, Dhofar, etc).
- d Government-linked names**  
Names of Head-of-State, government titles, government departments and variations or any words that suggest a link to the Government and the Royal family (e.g. Sultan, His Excellency, etc).
- e Obscene names**  
Names which are crude, vulgar and foul which are offensive and contrary to morality.
- f Socially sensitive names**  
Names and variations or any words that encourage undesirable social conduct or considered to be social taboo.
- g Religion sensitive names**

Names and variations or any words that propagate cult, violate religious teaching, incite or endorse religious hatred or intolerance.

**h Tribe Names**

Tribe names in the Sultanate of Oman.

**i Internet technical terms**

Names that may pose a risk to the operational stability and utility of .om domain (e.g. www, html, http, http-www, whois, etc).

**j Confusingly similar names to existing .om domain name suffixes**

Names that are possible typographical variants of 3<sup>rd</sup> level categories (e.g. cmo.om is confusingly similar to com.om).

31. Registration of Reserved Names

31.1. If a registrant can demonstrate to omDA's satisfaction that he has legitimate and bona fide need for the reserved names (such as providing documentary proofs), omDA may consider the registration of such names.

31.2. However, omDA reserves the right to delete the domain name if the registrant is found to have made a false warranty.

32. Rights of omDA

32.1. omDA may from time to time, place additional names into the Reserved List if such names, in omDA's opinion, are undesirable or unsuitable for registration or may post a risk to the operational stability and utility of .om domain.

32.2. omDA reserves the right to periodically review and amend this list and to grant Registrations of any of the names on the list as it deems appropriate.

**Question 6: TRA invites views and comments on the proposed reserved names policy, in particular whether there are any other categories of domain name that omDA should reserve.**

**REGISTRANT WARRANTIES POLICY**

33. The registrant warranties policy sets out omDA's policy on:

a. the warranties that a registrant must make when applying to register .om domain name.

b. the way in which registrars must bring such warranties to the attention of a registrant when the registrant applies to register a domain name.

34. Registrant Warranties

34.1. When applying to register a domain name, a registrant warrants to omDA and the relevant registrar that:

- a. the registrant meets, and will continue to meet, the eligibility criteria laid down in omDA's domain name eligibility and allocation policy for the domain name.
- b. all information submitted to register the registration of the domain name (including all supporting documents, if any) are true, complete and correct, and are not misleading in any way.
- c. the domain name applied for does not:
  - i) interfere with or infringe the rights of any third party with respect to registered trade mark, service mark, trade name or any other intellectual property right nor will it give rise to a cause of action in passing off in the Sultanate of Oman (omDA does not offer trademark check services); or
  - ii) is not identical to or confusingly similar with either a registered trademark, company or business name in the Sultanate of Oman.
- d. the domain name applied for shall only be for its/his own use and for lawful purposes that it does not breach the basic law of the Sultanate.
- e. the registrant is aware and agrees that omDA or the relevant registrar can cancel the registration of the domain name if any of the above warranties is found to be false and any terms of the registrant agreement are breached.

### 35. Notification of Registrant Warranties

35.1. Registrar must ensure that the registrant warranties:

- a. appear prominently on all domain name application form; and
- b. are included in the Registrar-Registrant Agreement.

35.2. Registrars shall take all possible measure to make certain that registrants are reads, acknowledges and agrees to comply with the warranties when applying to register an .om domain name.

**Question 7: TRA invites views and comments on the registrant warranties policy.**

## **PROHIBITION OF SALE POLICY**

36. There are no proprietary rights in a domain name. In registering a domain name, a registrant only has the right to use the domain name but does not 'own' it.
37. As the registrant does not have ownership to the domain name, the registrant does not have the right to sell or trade domain name. Thus, the registrant must not, directly or indirectly, through registration or use of its domain name or otherwise, register a domain name for the purpose of selling it.
38. By offering to sell their domain name to another party, the registrant is in breach of the Registrant Agreement and will be asked to remedy the breach by withdrawing the domain name from sale.
39. Process in Dealing with Registrant Selling Domain Name
- 39.1. Where a person believes that a registrant has offered their domain name for sale, a complaint should be lodge with omDA and it will be deal with under omDA's Complaint Policy summarised as follows:
- a. omDA will request the registrant to withdraw the domain name from sale. The domain name in question will be 'locked' from all domain transactions (e.g. transfer, renew, deletion, etc).
  - b. If the registrant withdraws their domain name from sale as requested, omDA will take no further action on the complaint.
  - c. If the registrant does not withdraw the domain name from sale, or does not respond to omDA's request, omDA will instruct the registrar to delete the domain name.
- 39.2. While 'traded' domain names are not allowed to be transferred, it should be noted that a registrant can still transfer their domain name to another party, but only in the circumstances set out in omDA's Change of Registrant Policy.

**Question 8: TRA invites views and comments on the prohibition of sales policy.**

#### **OTHER POSSIBLE PROHIBITIONS OF DOMAIN NAME REGISTRATION**

- 39.3. omDA has considered but propose not to implement the following two policies:
- Prohibition of Misspelling
  - Close and substantial connection rule
- 39.4. Prohibition of Misspelling. To determine whether there is a misspelling on domain names, the following rules may be used:

- the singular version of a plural name, or the plural version of a singular name (e.g. flowers.com.om);
- a name with missing letters (e.g. yhoo.com.om);
- a name with additional letters (e.g. yaahoo.com.om);
- a name with transposed letters (e.g. goolge.com.om);
- a name with letters replaced by numbers, or numbers replaced by letters (e.g. g0ogle.com.om);
- a hyphenated version of a name (e.g. e-bay.com.om, micro-soft.com.om);
- a name prefixed by “www” (e.g. wwwgoogle.com.om)

39.5. Close and substantial connection rule. The possible rules to determine if a domain name has a close and substantial connection to the applicant are:

- a) Domain name is an exact match, abbreviation or acronym of the company name; or
- b) Domain name has an close and substantial connection to the applicant’s business in one of the following seven areas:
  - Trademark
  - Product
  - Service
  - Event
  - Activity
  - Venue
  - Profession

39.6. omDA is of the opinion that the above policies are too restrictive. The policies discourage legitimate registrations due to the cumbersome process of having to prove that a particular application does not violate the policies. This will inhibit the growth potential of .om domain names. The policies also add administrative burden on the Registry and registrars to filter through domain name applications. To address trademark infringement concerns, omDA has formulated the .om domain name dispute resolution policy. If a trademark owner believes that a particular domain name has infringed on the owner’s trademark rights, the owner can always seek recourse through the dispute resolution policy.

**Question 9: TRA invites views and comments on TRA’s view that omDA should not implement the policies of prohibition of misspelling and close and substantial connection rule.**

## **DOMAIN RENEWAL, EXPIRATION AND DELETION POLICY**

### 40. Domain Registration Period

40.1. The minimum registration period for a domain name is one (1) year. The maximum registration period for a domain name is five (5) years.

41. Domain Name Grace Period

- 41.1. A five (5) calendar days “Add Grace Period” is provided to the Registrar to allow a new domain name registration to be deleted with a refund of the registration fee to the Registrar who performed the registration.
- 41.2. The registry allows a deletion quota of 10% of new registrations per calendar month per registrar. If deletion exceeds the quota, an excessive deletion fee of RO 1 will be imposed for each domain name deletion exceeding the quota.

42. Domain Name Renewal and Renewal Grace Period

- 42.1. Registrant may select to renew a domain name for a period from one (1) to five (5) years, provided the renewal years requested plus the time for the remaining registration period does not exceed the maximum registration period of five (5) years. For example, if a registration has 18 months remaining until expiration and 4 years are requested, then resulting period would be 5 years and 6 months. Such a renewal will be rejected since it would result in a period of greater than 5 years.
- 42.2. Registrant is eligible to renew his domain name at any time after registration, before or during the “Redemption Grace Period” unless the domain name has been put on Hold or has been suspended by the Registry or the Registrar.
- 42.3. When a domain name is renewed, the domain name registration period is increased by length of time for which the domain name is renewed.
- 42.4. A five (5) calendar days “Renewal Grace Period” is provided to the Registrar to allow for the cancellation of the renewal transaction. The cancellation is done through a “deletion” of domain name.
- 42.5. If a domain name is deleted within the “Renewal Grace Period”, Registry will refund the renewal fee to Registrar who performed the renewal and the deleted domain will be placed in the “Redemption Grace Period”.

43. Domain Name Transfer-Not-Allowed And Transfer Grace Period

- 44. A domain name is not allowed to be transferred to another registrar:
  - a) within sixty (60) calendar days from the domain registration date; or
  - b) within sixty (60) calendar days after a successful transfer of registrar process.
- 45. A five (5) calendar days “Transfer Grace Period” following a transfer of registrar process is provided to the Winning Registrar to allow for the refund of renewal fees (if any) accompanying each transfer if the domain name is deleted within the “Transfer Grace Period”. The Winning Registrar will receive a refund of the domain name renewal fee (if any) accompanying the transfer

and the deleted domain name will be placed in the “Redemption Grace Period”.

46. Domain Name Expiry

47. When a domain name passes its expiry date, it will be placed in the “Expiration Period” for thirty (30) calendar days. When a domain name is in the “Expiration Period”:

- a) The domain name will be removed from the DNS zone file and will not be resolvable.
- b) Modification to the domain name is disallowed.
- c) Renewal of the domain name is allowed
- d) Transfer of the domain name to another registrar is allowed.

48. At the end of the “Expiration Period”, the domain name will be deleted and be placed in the “Redemption Grace Period”.

49. Domain Name Deletion

49.1. When a domain name is in the “Redemption Grace Period”:

- a) The domain name is removed from DNS zone file and will not be resolvable;
- b) Modification to the domain name is disallowed.
- c) The domain name can be ‘restored’ with a restoration fee in addition to a mandatory one (1) year renewal fee.

49.2. At the end of the thirty (30) calendar days “Redemption Grace Period”, the domain name will be purged from the Registry database on the next calendar day.

**Question 10: TRA invites views and comments on the proposed domain name life cycle and the various domain grace periods.**

**PRIVACY POLICY**

50. omDA is dedicated to maintain privacy and data protection in all of its activities. omDA will balance the respect for the privacy rights of its customers and partners with its public responsibilities in the administration of the .om ccTLD.

51. Consent

51.1. By applying for a domain name, Registrant affirms that:

- a. Registrant has read and understood the privacy policy;
- b. Registrant understands that omDA requests the information for the proper operation of the Registry; and

- c. Registrant agrees to the collection, use and disclosure of his personal information as described herein.

51.2. Registrant may withdraw consent for the further use of his information at any time. However, if the information in question is that which must be collected in order to register a domain name, withdrawing consent will lead to the cancellation of the domain name registration.

## 52. Collection of Personal Information

52.1. omDA will limit amount of information collected to be as little as possible, to the extent necessary for omDA to carry out its Registry operations in the implementation, execution and enforcement of the applicable registry policies, rules and procedures.

52.2. Information may be gathered by omDA when an entity, whether a natural person or legal person, interacts with omDA or with its partners (e.g. Registrars). This includes the collection of registration data such as name, unique identifiers (e.g. business number), postal address, telephone number and where available fax number, email address etc. Registration data are collected through omDA's Registrars and submitted into omDA's domain name database.

## 53. Disclosure of Personal Information

53.1. omDA will not use personal information for marketing purposes and will not disclose the information to other parties except:

- a. to Government authorities with valid requirements;
- b. to Law enforcement agency, court of competent Jurisdiction, or any other judicial body of competent jurisdiction in response to court order, legal processes as required if the domain name is subject to a proceeding under the omDA Domain Name Dispute Resolution Policy (omDRP);
- c. to service providers in connection with Registry Operation;
- d. to auditors, who are bound by contract and by professional rules to maintain confidentiality and return all documents; and
- e. for the publishing domain name information via WHOIS.

53.2. Part of the information collected from a Registrant will be disclosed via the WHOIS system. Details of the information that will be shown under WHOIS are documented in the WHOIS policy.

53.3. All contractor and partners are contractually bound from using the information collected for any other purposes not allowed by omDA.

## 54. Protection

54.1. It is important that the information maintained by omDA on behalf of Registrants is accurate, protected from interference by other parties, and

treated in confidence by as few personnel as necessary. omDA will use appropriate secured encryption systems when collecting information over the Internet to prevent eavesdropping. The information will be maintained behind state of the art infrastructure (such as firewall, antivirus protection and other security systems) to prevent information leakage and damage from hacking.

- 54.2. omDA will also perform data backup regularly to prevent potential damage or loss of personal information.
- 54.3. All contractors and partners are contractually bound to protect the information.

**Question 11: TRA invites views and comments on the proposed privacy policy.**

**WHOIS POLICY**

55. WHOIS Data Collection

- 55.1. Contact information of a domain name is collected by the Registrar and submitted to the Registry in accordance with the procedural requirements of the Registry.
- 55.2. Under the Registry-Registrar Agreement, Registrars must inform Registrants of the fact that their personal information may be made publicly available via the WHOIS service.
- 55.3. Under the Registrant Agreement, Registrants allow the Registry the right to disclose information for the WHOIS service.
- 55.4. Registrants are required to contact their Registrars of any change to the WHOIS data for their domain names. Registrars are required to update the WHOIS database within five (5) business days on receipt of new information from the Registrant.

56. Disclosure of WHOIS Data

- 56.1. omDA will display the following information via the WHOIS service:
  - a. Domain name
  - b. Registrar name
  - c. Domain Creation date
  - d. Domain Expiry date
  - e. Last Modified date
  - f. Nameserver Information
  - g. Registrant contact details
    - o Name
    - o Organisation identifier (where applicable)

- Postal address
- Telephone number
- Fax number
- Email address
- h. Administrative contact details
  - Name
  - Organisation identifier (where applicable)
  - Postal address
  - Telephone number
  - Fax number
  - Email address
- i. Technical contact details
  - Name
  - Organisation identifier (where applicable)
  - Postal address
  - Telephone number
  - Fax number
  - Email address

56.2. It is necessary for the WHOS data to include contact telephone number, fax number and email address for the contacts. It is not required to be a personal telephone number, fax number or email address; however, it must be one that they can be contacted at any time.

56.3. To address concerns on spam, omDA will take the following steps:

- a. The telephone number, fax number and email address will not be shown if WHOIS is accessed via Port 43.
- b. The web-based WHOIS service will implement an Image Verification Check (IVC) system. When a user queries a domain name, he is required to type in a random word or phrase that is shown to him in the form of a graphic. If the word or phrase is correct, WHOIS data will be displayed.
- c. The WHOIS system will restrict the number of WHOIS queries per hour for a particular IP address. This restriction applies to both the Web-based WHOIS and Port 43 WHOIS service.

#### 57. Use of WHOIS data

57.1. omDA will also use the WHOIS information to contact the Registrant for any issues that is relating to their domain name.

57.2. WHOIS data may not be used for:

- a. advertising and/or marketing purposes;
- b. for support unsolicited communications to any person, by electronic or otherwise;
- c. spamming or speculative purposes; and

- d. for commercial purpose; and
- e. Illegal purposes;
- f. to support an electronic query process; and
- g. bulk access to WHOIS data, other than by sending individual queries to the WHOIS database.

**Question 12: TRA invites views and comments on the proposed WHOIS policy.**

### **ZONE FILE ACCESS POLICY**

#### 58. Authorised Access

58.1. The zone files can only accessed by the following authorised entities:

- a. .om secondary DNS server providers;
- b. third parties such as government agencies who can justify the need to access the zone file.

#### 59. Grant of Access

59.1. In the event a party requires to access to a zone file, grant of access must be sought from omDA and stating the purpose and reason for the request.

59.2. The party has to agree to:

- a. Use the zone file only for lawful purposes;
- b. Comply with all applicable laws and regulations governing the use of the zone file.
- c. Not distribute the zone file or any copy thereof to any other party without the express prior written consent of omDA.
- d. Take all reasonable steps to protect against unauthorised access to, use and disclosure of the zone file.

59.3. Authorised party will be granted a non-exclusive, non-transferable, limited right to access the zone files.

#### 60. Termination

60.1. omDA reserves the right to terminate the access to zone files at any time. Upon receiving termination notice from omDA, the other party has to erase all copies of the zone file data.

**Question 13: TRA invites views and comments on the proposed zone file access policy.**

## DOMAIN NAME PASSWORD POLICY

### 61. Format of Password

61.1. For security reasons, the domain name password must conform to the following requirements:

- a. It must be between 6 and 16 characters;
- b. It must contain at least one digit (0-9) and one alphabet (a-z);

### 62. Provision of Domain Name Password

62.1. A domain name password will be given to registrant by the registrar upon successful registration of a domain name.

62.2. In the event that the registrant wishes to transfer his domain name registration from one registrar (losing) to another (winning registrar) but loses the original password that was previously issued, a new domain name password must be given to the registrant by the losing registrar, within three (3) working days upon the request of the registrant.

62.3. The losing registrar must accede to the password requests of the registrants and must not stall, discourage or prevent any password request. Password request can only be objected under the following instances:

- a. Situations described in the .om Domain Name Dispute Resolution Policy (omDRP)
- b. Pending bankruptcy of the registrant
- c. Dispute over the identity of the registrant.

62.4. omDA will investigate and deal with any registrar found to be stalling or preventing a legitimate domain transfer by delaying the issue of the domain name password.

62.5. Before providing the password, the registrar must authenticate the requestor to ensure that he is the legitimate registrant or is authorised by the registrant to obtain the password. Acceptable forms of authorization are:

- a. Registrant login successfully to registrar's online domain name management system using registrant's username and password. Registrant can subsequently initiate a request to obtain the domain password.
- b. Via a request from the official email address of the registrant as stated in the .om database. For security reasons, the registrar must issue the password ONLY to the official email address only and NOT carbon-copy anyone else in the email.
- c. Via written instructions as a hard copy letter, facsimile or PDF document signed by the registrant, or in the case of corporate registrant, signed by a senior manager, company director, company

secretary (or equivalent of these positions) of the registrant, on corporate letterhead.

- 62.6. For security purposes, the registrar must give the domain name password directly to the registrant and not via a third party, such as a reseller or agent.
- 62.7. When issuing the domain name password, the registrar must make sure that the registrant is aware of the importance of the keeping the password secure.

**Question 14: TRA invites views and comments on the proposed domain password policy.**

## **DOMAIN NAME TRANSFER – CHANGE OF REGISTRANT POLICY**

### 63. Transfer Requirements

63.1. Change of Registrant may occur:

- a. when the registrant sells or merge the business entity with another entity;
- b. if there is a transfer of Intellectual property and the transfer of the intellectual property includes the domain name licence;
- c. where a competent arbitrator; tribunal, court or legislative body orders the registrant to transfer its domain name licence;
- d. where a business entity becomes insolvent and domain name licence is transferred to a liquidator, receiver, receiver manager, administrator or similar insolvency professional as a consequence; or
- e. where the registrant has entered into agreement to transfer its domain name licence to the proposed new registrant in settlement of a dispute between parties and the deed of settlement includes the transfer of the domain name licence (e.g. where a trade mark infringement dispute settled out of court).

63.2. Registrars are required to validate that the new registrant meets the Eligibility Requirements for the domain name.

63.3. If a request did not meet the above requirements, the application for the transfer will be rejected by registrar.

### 64. Transfer Procedure

64.1. To process the transfer of a domain name, the registrar must:

- a. receive a written request for the transfer explaining the circumstances of the transfer and signed by the registrant contact except for the cases arising from court order, dispute proceeding and insolvency;
- b. obtain the declaration from the new proposed registrant, in the form containing the text approved by omDA at Appendix A;
- c. obtain documentary proof to prove that the transfer is legitimate from the new proposed Registrant;
- d. reject the transfer request if the request does not meet the transfer requirements;
- e. keep a full record of the transfer for inspection by the omDA on demand for duration of five (5) years.

64.2. The registrar may charge a service fee to manage the change-of-registrant process.

65. Breach of Policy

65.1. omDA reserves the right to investigate any transfer of registrant process.

65.2. If registrant or the new proposed registrant breaches the policy, omDA reserves the right to reverse the transfer and domain name may be deleted from registry database.

**Question 15: TRA invites views and comments on the proposed domain name transfer – change of registrant policy.**

**DOMAIN NAME TRANSFER – CHANGE OF REGISTRAR POLICY**

66. Transfer Policy

66.1. Registrants are able to transfer their domain name from one registrar to another registrar. The following principles will be applied:

- a. Transfers cannot be initiated
  - i) within sixty (60) days after the registration date and
  - ii) within sixty (60) days after the last successful registrar transfer;
- b. Neither the winning nor losing registrar may impose a transfer fee on the registrant;
- c. A registrant may, if he desires, renew a domain name at the same time when performing a registrar transfer, provided that the new renewal date does exceed the maximum registration period allowed by the registry;
- d. Losing registrar does not have the right to delay or prevent a transfer; and

- e. Transfer of registrar will not result in the lost of the remaining registration period.

67. Transfer Procedure

67.1. Prior to sending a transfer command to the registry, the winning registrar must:

- a. receive a written request for a transfer from the relevant registrant that includes an authorization code (domain password) for the domain name;
- b. send a “Standard Transfer Confirmation Message” (refer to Appendix A) to the registrant; and
- c. receive an affirmative response from the registrant contact by letter, facsimile or email.

67.2. The winning registrar must not provide the means for a registrant, or a reseller acting on behalf of a registrant, to automatically initiate a transfer command to the registry.

67.3. The winning registrar must keep full records of the transfer for inspection by omDA on demand, including copies of the written request for transfer, the standard transfer confirmation message and the affirmation response from the Registrant contact. The full records are required to keep for duration of five (5) years.

67.4. Transfer that have been properly authorised and processed according to the requirements of this policy and any procedural requirements of the registry, will be completed five (5) days after initiation by the winning registrar (unless the transfer is accepted earlier by the losing registrar).

68. Rights of the Losing Registrar

68.1. The registry will notify the losing registrar that a transfer has been initiated. The losing registrar may send a “Standard Transfer Audit Message” (refer to Appendix B) to the registrant in order to confirm that the transfer is properly authorised.

68.2. If the losing registrar sends a standard transfer audit message, it must be send the message once only, and within two (2) days of receiving the transfer notification from registry. The losing registrar must not attempt to delay or prevent the transfer. If the registrant does not respond to the “Standard Transfer Audit Message”, the losing registrar must not persist in efforts to obtain a response to the message. The losing registrar is not allowed to reject the transfer request if there is no response from the registrant.

68.3. If losing registrar received a response from the registrant that the transfer has not been authorised, the losing registrar may reject the transfer.

68.4. If omDA determines that the transfer has not been authorised by the registrant, omDA will reverse the transfer. Circumstances under which this might occur include where the winning registrar, or an appointed reseller of the winning registrar, has breached the terms and condition of the Registry-Registrar Agreement in order to secure the transfer.

69. Transfer fee

69.1. The losing registrar must not impose a transfer fee on the registrant for transfer out their domain name.

69.2. The winning registrar must not impose a transfer fee on the registrant. However, if the registrant chooses to renew its domain name as part of the transfer process, then the winning registrar may charge a renewal fee.

70. Termination of Registrar Accreditation

70.1. A registrar shall transfer all domain names under its management to omDA accredited registrars within thirty (30) days, if it ceases to be an accredited registrar due to suspension or termination of accreditation status, by following the procedure outlined in this Policy.

70.2. Under these circumstances, the registrar shall immediately give notice to its registrant to inform them of the status. The registrar shall cooperate with and render whatever assistance that is required by other accredited registrars to ensure that they take over the registrants who have not changed to a registrar of their choice.

70.3. The omDA may also post notice of such suspension or termination on its website.

**Question 16: TRA invites views and comments on the proposed domain name transfer – change of registrar policy.**

**COMPLAINTS HANDLING POLICY**

71. Types of Complaints

71.1. omDA only handle complaints relating to the .om domain space. The types of complaints that omDA handles are:

- a. Domain Complaints. These are complaints about .om domain names and registrants which include infringement or non-compliance to the Registrant Agreement or omDA's policies such as:
  - i) Invalid registrant's eligibility (e.g. registrant is on longer eligible for a domain name).
  - ii) Registrant offering domain name for sale.

- b. Registrars Complaints. These are complaints about services provided by omDA's registrars such as:
  - i) Poor domain name registration and domain name management services provided by registrars.
  - ii) Failure of the registrar to provide domain name password.
  - iii) Breaches to the terms and conditions of the Registry-Registrar agreement or non-compliance to omDA's policies.

71.2. omDA does not handle complaints about:

- a. generic Top Level Domains (eg. .com, .net, .biz, .info, etc) or other country code Top Level Domains (eg. .jp, .my, .nz, .ye, etc);
- b. web hosting, website management or website design services;
- c. objectionable or offensive website content; or
- d. disputes that are commercial arrangements between the registrar and the registrant.

71.3. This policy will not cover domain disputes, i.e. determining whether the complainant has more rights to the domain name. Such disputes will be handled by the .om Domain Name Dispute Resolution Policy (omDRP).

71.4. omDA reserves the right not to acknowledge or investigate a complaint that is anonymous, frivolous, unreasonable, or in omDA's opinion has been brought in bad faith.

## 72. Complaints Handling Procedures

### a. **Domain Complaints**

- i) A domain name may be deleted or suspended by omDA or its registrar if the registrant has breached any of the omDA's agreements or policies.
- ii) omDA and its registrar will delete or suspend a domain name in compliance with any court order, or if it receives notice from any government authority (including without limitation the Police) that the website referenced by the domain name is in breach of any state laws, guidelines, codes of practice or regulations issued by any government authority.
- iii) Invalid Registrant's Eligibility

Where it is found that a registrant who is no longer eligible for a domain name (e.g. an individual has registered a com.om domain name):

- Complainant has to raise the issue with the domain name registrar by providing supporting facts and/or documents. Anonymous complaints will not be entertained.

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- Registrar to investigate the complaint.
- Registrar to determine if the registrant is a company with a valid company number. If yes, the case is closed. Otherwise, the registrar must use all reasonable means to contact the registrant, who would be given thirty (30) calendar days to remedy the breach (i.e. update the registrar with a valid company information).
- If the registrant is unable to provide the information by the given time period, the domain name will be deleted and enters into a “pending delete” period for thirty (30) calendar days before being purged and available for registration again.
- Registrar to inform the complainant of the progress and outcome of the complaint.
- If the complainant is not satisfied with registrar’s actions, he could escalate the complaint to omDA.

### iv) Registrant(s) Offering Domain Name(s) for Sale

Where a registrant is found selling domain name:

- Complainant has to raise the issue with the omDA (by fax, email or post), providing supporting facts and/or documents such as registration agreements, policies, emails and other correspondence with the errant registrant of the sale. Anonymous complaints will not be entertained.
- omDA will investigate the complaint.
- If it is found that the registrant is selling the domain name, omDA will use all reasonable means to contact the registrant, who would be given seven (7) calendar days to remedy the breach.
- omDA will, at the same time, inform the registrar of record for the domain name of the breach and instruct the registrar to ‘lock’ the domain name such that the domain name cannot be transferred, renewed or deleted.
- If the errant registrant does not remedy the breach within the given time period, omDA will instruct the Registrar to delete the domain name.
- omDA will keep the complainant informed of the progress and outcome of the complaint.
- If the complainant is not satisfied with omDA’s actions, he could escalate the complaint to TRA.

### **b. Registrars Complaints**

- i) omDA’s registrars are must ensure that its services meet the requirements specified by omDA.
- ii) Complainant should allow a reasonable time period for the registrar to respond and remedy the error before lodging the complaint with omDA.

- iii) omDA shall investigate the matter and try to resolve the complaint within the shortest possible time.
- iv) Provision of Poor Domain Name Registration and Management Services
- Complainant has to raise the issue with the omDA (by fax, email or post), providing supporting facts and/or documents of the complaint such as registry-registrar agreements, policies, emails and other correspondence with the errant registrar of the complaint. Anonymous complaints will not be entertained.
  - omDA will investigate the complaint with the registrar involved.
  - If the complaint is upheld, omDA will request the registrar to issue the complainant with a full explanation and apology and remedy their error and/or refund any payment for services not received.
  - The errant registrar will receive a warning notice from omDA.
  - If the complainant is not satisfied with omDA's decisions, he/she could escalate the complaint to TRA.
- v) Failure of the Registrar to Provide Domain Name Password
- Complainant has to raise the issue with the omDA (by fax, email or post), providing supporting facts and/or documents of the complaint such as registry-registrar agreement, policies, emails and other correspondence with the errant registrar about the complaint.
  - omDA will investigate the complaint with the registrar involved.
  - If the complaint is valid, omDA request the registrar to issue the complainant with a full explanation, an apology and to issue the password within three (3) working days.
  - If the registrar has not issued the password within the given time period, omDA will intervene and issue a new password to the complainant and keep all parties informed.
  - The errant registrar will receive a warning notice from omDA.
  - If the complainant is not satisfied with omDA's decisions, he/she could escalate the complaint to TRA.
- vi) Breaches to the terms and conditions of the Registry-Registrar agreement or non-compliance to omDA's policies
- Complainant has to raise the issue with the omDA (by fax, email or post), providing supporting facts and/or documents of the complaint such as registry-registrar agreements, policies, emails and other correspondence with the registrar. Anonymous complaints will not be entertained.

- omDA will investigate the complaint with the registrar involved.
- If the complaint is upheld, omDA will notify the registrar that they are in breach of the Registry-Registrar Agreement or are not complying with omDA's policy and request them to remedy the breach within a given time frame.
- omDA may suspend or terminate the registrar's accreditation where necessary.

If the complainant is not satisfied with omDA's decision, he/she could escalate the complaint to TRA.

**Question 17: TRA invites views and comments on the proposed complaints handling policy.**

**.OM DOMAIN NAME DISPUTE RESOLUTION POLICY (omDRP)**

73. A domain name dispute, like any other commercial disputes, can be surfaced to the Courts for litigation. However, such a litigation process is time consuming and often very expensive. Alternative disputes resolution (ADR) mechanisms such mediation and arbitration are considered more desirable as these processes are faster and more cost effective. Court litigation is often used as the last resort to resolve domain name disputes.
74. Recognising the need for an internationally accepted legal standard to resolve domain name disputes through arbitration, the Internet Corporation for Assigned Names and Numbers (ICANN), with the help of the World Intellectual Property Organization (WIPO), adopted the Uniform Domain Name Dispute Resolution Policy (UDRP) in 1999 (<http://www.wipo.int/amc/en/domains/gtld/udrp/index.html>). Since then, domain name disputes under ICANN generic Top Level Domains (gTLDs) such as .com, net, org, mobi, aero, museum etc are all processed under the UDRP.
75. The UDRP focuses on the problems caused by the conflict between trademarks and domain names. It sets out very clear conditions under which a complainant can initiate a proceeding to resolve the dispute. The conditions are:
- The domain name is identical or similar to a trademark to which the complainant has rights; and
  - the respondent have no rights or legitimate interests in respect of the domain name; and
  - the domain name have been registered and used in bad faith.
76. The procedures under UDRP are considerably more informal than Court litigation. There are no in-person hearings, except in extraordinary cases. Minimal filing requirements also help reduce costs. The decision-makers (called "Panelists") are experts in such areas as international trademark law, domain name issues, electronic commerce, the Internet and dispute resolution. Overall, proceedings conducted under the UDRP provide fast and

cost-effective remedies against the bad faith and abusive registration of domain names that violate trademark rights.

77. ICANN and WIPO encourage ccTLDs to adopt dispute resolution mechanisms similar to the UDRP. Most ccTLDs choose to use the UDRP as a base to develop their own versions of dispute resolution policy.
78. To provide complainants a cheaper and faster way to resolve domain name disputes, omDA proposed to adapt UDRP to form the .om Domain Name Dispute Resolution Policy (omDRP).
79. It is proposed that .om domain name disputes to be handled by the WIPO Arbitration and Mediation Center (AMC). This is because there are currently no arbitration center(s) in Oman to handle domain name disputes. The closest regional arbitration setup is the GCC Commercial Arbitration Center (CAC), located in Bahrain. However is not handling UDRP or other domain name disputes for ccTLDs. The WIPO Arbitration and Mediation Center (AMC) on the other hand, is well established and has, since 1999, handled a few thousand cases of domain name disputes. WIPO currently has 339 panelist from 58 countries.
80. The two major improvements made to UDRP to form omDRP are:
  - 80.1.1. Changing the condition of “the domain name have been registered and used in bad faith” to “the domain name have been registered or used in bad faith”. From the lessons learnt to date from the UDRP’s operation, it is found that the word “and” should be changed to “or”. The ‘and’ condition is overly restrictive because a domain name, while initially registered in good faith, can later be used in bad faith. (See, e.g., WIPO Case No. D2000-0704, Dow Jones & Company, Inc. and Dow Jones LP v. The Hephzibah Intro-Net Project Limited; <http://www.wipo.int/amc/en/domains/decisions/html/2000/d2000-0704.html> and WIPO Case No. D2000-0756, Miele, Inc. v. Absolute Air Cleaners and Purifiers <http://www.wipo.int/amc/en/domains/decisions/html/2000/d2000-0756.html>)
  - 80.1.2. Clarifying that the language of proceeding would be English. This is because WIPO’s current list of panelist do not conduct proceedings in Arabic. Even if one or two are able to do so, it will severely limit the choice of arbitrators and furthermore forming a 3-member panel may be a challenge.

**Question 18: TRA invites views and comments on the proposed .om Domain Name Dispute Resolution Policy (omDRP).**

STANDARD TRANSFER CONFIRMATION MESSAGE

Under the Domain Name Transfer – Change of Registrar Policy, the winning registrar must send a standard transfer confirmation message to the registrant contact.

The purpose of the message is to safeguard both the registrant and the winning registrar by confirming that:

- a. The transfer request is properly authorised; and
- b. The registrant has been informed of the material terms and conditions of the transfer.

The message must contain the text as below.

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DOMAIN NAME TRANSFER – REQUEST FOR CONFIRMATION

Attention: *<insert Registrant contact name>*

Re: Transfer of *<insert domain name>*

The current Registrar of Record for this Domain Name is *<insert name of Losing Registrar>*. We have received a request from *<insert name of person requesting Transfer>* for us to become the new Registrar of Record.

You have received this message because you are listed as the Registrant contact for this Domain Name in the WHOIS database.

If you wish to proceed with the Transfer, please confirm your intention via:

*<insert procedures (s) that registrant can use to confirm his intention here>*

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STANDARD TRANSFER AUDIT MESSAGE

Under the Domain Name Transfer – Change of Registrar Policy, the losing registrar may send a standard transfer audit message to the registrant contact.

The message must contain the text as below.

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DOMAIN NAME TRANSFER

Attention: *<insert Registrant contact name>*

Re: Transfer of *<insert domain name>*

We are the current Registrar of Record for this Domain Name. We received notification on *<insert date of notification>* that you have requested a Transfer to *<insert name of Winning Registrar>*. This means that *<insert name of Winning Registrar>* will become the new Registrar of record for your Domain Name.

If you have authorised this Transfer, you are under no obligation to respond to this message.

If you did not authorize this Transfer, please contact us *<insert Losing Registrar contact details>*.

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