

Frobbit! comments to the Draft Registrar Agreement sent out February 19 2018

The below are the most obvious issues that Frobbit! want to comment on regarding the draft new contract. Frobbit! expect to see a new draft, that is well thought through, is inline with what the Registrar industri is about and gives Registrars the possibility to work with customers in the way the customer expect without stiff agreements between Registrar and Domain Name Holder.

If DK-Hostmaster have problems with companies acting on behalf of domain name holders not acting in a serious and reasonable way, the solution is not a contract like this one. The solution is a contract that respect and accept all us Registrars who act seriously and serve the domain name holders in a way that satisfies the holders without braking the tld's, and will work for .dk as well. And then there is a need for a contract that looks completely different.

There i also a need for DK-Hostmaster to start to work on the relations with it's Regitrars. Those are your customers, you need to trust the and work together with them, not in opposition to them.

Lövestad den 7 mars 2018

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CEO Frobbit AB

The entire section of Definitions is missing. To ensure no misunderstandings this section is needed.

2.1 Registrar has the right....

Registrar is a well-defined concept and it would be prudent if DK-Hostmaster could acknowledge that and implement it. Please define what DK-Hostmaster mean by Registrar.

2.4 The names of at least two authoritative name servers that are registered with DK Hostmaster.

Allow for registrations without name servers as well as take away the request for registering the name servers with DK-Hostmaster.

2.6 DK Hostmaster informs Registrar when the conditions in section 2.5 are met and, from this time, secures the Domain Name against applications by third parties for a period of 10 minutes.

10 minutes is a very short time period and may fall out due to grey listing. The time period for verifying a domain name must be several days. Especially if the request is that the holder shall verify. A holder gives a mandate to a Registrar to perform the registration including verifying and caring about all the mails sent from DK-Hostmaster and hence 10 minutes means almost every registration will fail.

DK-Hostmaster need to understand and accept that holders just take the emails you send to them and forward to their Registrar to care about.

2.6.1 3)

Frobbit! assume the Terms and Condition includes all the details mentioned in section 2.6.1 and hence it's enough to point to the Terms and Conditions.

If Applicant accepts the agreement on the right to use the Domain Name, Registrar must immediately send documentation of this to DK Hostmaster in the manner specified by DK Hostmaster.

This is done while the applicant file his application with the Registrar. Ie, when the Registrar send in the application this is already done.

In connection with accepting the agreement on Registrar's website, Registrar must transfer the Registrant to DK Hostmaster's website or provide a clear static link for use by the Registrant, whereby the Registrant can proceed to DK Hostmaster's website. This is to enable verification of the Registrant's identity and correct contact information, which is a condition for using the Domain Name in question.

Does DK-Hostmaster really believe this will ensure Registrant's identity and correct contact information?

3. Registrar as billing contact and proxy

Define the difference between Registrar and proxy and especially define the roles in the Section Definitions missing.

- three months' notice for implementation of major changes to an existing IT system.

Three month notice is to short. As a Registrar there are many changes done by many Registries and you are competing on the developer time. More prudent would be six months