

Introductory Guide for Local Registrars

(Work-In-Progress – version 20210201)

The LBDR policies and procedures, forms, and guides, including any future amendments, are all published on <https://www.lbdr.org.lb> and accessible to the public.

The main changes to the LBDR Policies and Procedures and modus operandi are summarized as follows:

- 1- The LBDR changed its operation mode from Registry Centric to a **Registry/Registrar Operation Mode**. Accordingly, since February 1, 2021, applicants requesting the registration of new domain names under the .lb ccTLD and domain name holder “Registrants”, cannot anymore register and maintain the domain name registrations directly via the registry they will have to register via LBDR Accredited Registrars (LBDR-AR) or Registrars that are in the pre-accreditation phase.
- 2- The LBDR is the **Registry** that manages the registration of domain names under “.lb” top-level domain name and operates the authoritative domain name system (DNS). The LBDR creates domain name extensions, set the domain name registration policies and procedures and dispute resolution policies. The LBDR works with registrars to register and maintain the registration of domain names to the public. In short, the LBDR as a registry operated an EPP Compliant Domain Name Registration System “**LBDR_RS**”, public WHOIS search engine, and maintains an authoritative database regarding .lb and all second level domain zones under .lb including all zone files.
- 3- The **Registrars or Accredited Registrar** are LBDR accredited organizations or ICANN accredited organizations, that sell domain names to the public “registrants”. The registrars work with the registry to sell domains to the registrants. (See Appendix-B for LBDR Accredited Registrars “LBDR_AR” Responsibilities).
- 4- The **Registrants** - A domain name **registrant** is an individual or entity who registers a domain name. Upon registration of a domain name, a **registrant agrees to comply with the LBDR Domain Name Registration Policy and Procedures** (<https://www.lbdr.org.lb/policies>). Also, the registrant **enters into a contractual agreement with an accredited registrar** that he/she selects from the list of registrars. The contract describes the terms under which the registrar agrees to register and maintain the requested name on behalf of the registrant. After the registration, registrants manage their domain names through their registrars. To modify a setting, a registrant submits the changes to the registrar, and the registrar implements the the change to the registry system. (See Appendix-A for Registrant Rights and Responsibilities)
- 5- The LBDR services were provided to the benefit of the Lebanese Internet community completely free of charge since the LBDR was established in 1993 and until now. Unfortunately, the LBDR cannot continue to offer its services free of charge. **The**

LBDR will starting February 01, 2021 charge the Registrars registration and yearly renewal fees to cover its operation expenses.

- 6- The LBDR Registration System, DNS infrastructure and online servers are hosted on industry specific cloud infrastructures and charged in USD. Until now, the LBDR failed to reach to a solution with its bank and the Central Bank to treat the LBDR services as critical Internet infrastructure services. The consequence of that is that the LBDR is not eligible to benefit from the official exchange rate and the fees should be collected from the Registrars in USD.
- 7- It is anticipated that the Registrars will pass the charges to their clients (applicants and registrants) in USD. Registrars will also charge their clients for their services.
- 8- In compliance with law 81/2018 clauses 81, 82, 83 and 84, the domain name requester/Registrant is fully responsible for registered name, and the Registry and Registrars do not hold any responsibility and are not parties in domain name disputes. Consequently, the **registration of a domain name does NOT require a trademark certificate** anymore. On the other hand, the LBDR will continue to protect domain names registered before 01/02/2021 based on a Lebanese Trademark under class 35 (Internet domain). The meaning of that, is that the LBDR will not permit the transfer or registration of such domain names to third parties unless if the domain expired and was parked for 365 calendar days from the domain registration expiry date.
- 9- The LBDR was unique at the second level domain (SLD). **The LBDR dropped the SLD uniqueness restriction.** Domain name requesters can register the same domain name under many .lb ccTLD SLD zones if they fulfill the zone requirements and do not infringing on the name rights of others.
- 10- The Registrars will manage the collection, filing and archival of the “LBDR Domain Name Request & Agreement” (LBDR-A form) and supporting documents. The registrar will be responsible to produce such documents in case they are requested for LBDR compliance audits or by law enforcement or for legal proceedings.
- 11- The Registrars will validate and enter the domain name requester data and maintain the domain name data on the LBDR Registration System. The Registrant contact person will be notified via email of critical changes affecting the domain name and it is the Registrant responsibility to report to the Registrar and Registry errors in the information and/or suspected fraudulent or domain hijacking incidents.
- 12- Registering under gov.lb is restricted to Registrars that are accredited to register under that zone and the registration follows a special validation procedure and workflow, including emailing copies of the application and supporting documents to OMSAR.
- 13- The domain name requesters/Registrants should carefully read the “LBDR Domain Name Registration Policy & Procedure” and must agree to the policy and accept to abide by the policy terms to active and or renew the domain name registration.

Appendix-A

Registrant Rights and Responsibilities

It is important that Registrars clearly understand rights and responsibilities of the domain requester/Registrants, their clients.

Domain name registrant have certain rights and responsibilities. Registrant rights include access to information from your registrar regarding processes for registering, managing, transferring, renewing, and restoring your domain name registration.

Domain Name Registrants' Rights:

- Your domain name registration must be subject to a **Domain Name Registration Contractual Agreement with an LBDR Accredited Registrar** that you should select from the list of Registrars. You are entitled to review this **Contractual Agreement** at any time and download a copy for your records.
- You are entitled to receive accurate and accessible information about:
 - The **identity of your Accredited Registrar**.
 - Your **Registrar's terms and conditions**, including pricing information, applicable to domain name registrations.
 - The **customer support services offered by your Registrar** and how to access the services.
 - **How to raise concerns and resolve disputes with your Registrar**.
 - Instructions that explain your Registrar's processes for registering, managing, transferring, renewing, and restoring your domain name registrations.
- You shall not be subject to false advertising or deceptive practices by your Registrar. This includes deceptive notices, hidden fees, and any practices that are illegal under the consumer protection law under the jurisdiction of the Contractual Agreement between you and your registrar.

Domain Name Registrants' Responsibilities:

- You must comply with the terms and conditions posted by your Registrar, including applicable policies from your Registrar, the Registry and ICANN.
- You must review your **Registrar's current Registration Contractual Agreement**, along with any updates.
- You must review the **LBDR Domain Name Registration Policy and Procedure** (<https://www.lbdr.org.lb/policies>) as you must agree to the policy and accept to comply with its terms before the domain name is activated
- **You will assume sole responsibility for the registration and use of your domain name.**
- You must provide accurate information for publication in directories such as WHOIS, and promptly update the information, via your Registrar, to reflect any changes.

- You must respond to inquiries from your Registrar within fifteen (15) days and keep your Registrar account data current. If you choose to have your domain name registration renew automatically, you must also keep your payment information with your registrar current.
- You must represent that: "to the best of the registrant's (you) 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." This means that the registrant must represent to the Registrar that the domain name is not being registered for use in a way that would violate the legal rights of others. An example of this "infringement" could be a registration of a domain name that violates a trademark or copyright held by someone that is not the registrant.
- If there is a dispute in connection with the use of the registered name, the registrant must agree to jurisdiction of the courts where the Registrar is located (often stated on the website or in the Registrar/Registrant Agreement). Agreeing to jurisdiction means that the registrant agrees that the court in that location has the power to decide these types of cases.
- The registrant must agree that its registration is subject to "suspension, cancellation, or transfer" for the following reasons:
 - if an ICANN adopted specification or policy requires it; or
 - if a registrar or registry procedure requires it "to correct mistakes by Registrar or the Registry Operator in registering the name; or
 - for the resolution of disputes concerning the Registered Name.
 - for a complete list see (<https://www.lbdr.org.lb/policies>)

" For example, the UDRP is an ICANN adopted policy that specifies that an administrative panel hearing a domain name dispute could order that a domain name registration be suspended, transferred or cancelled, and the registrant has to agree that this is a possibility.

- The registrant 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 Registrant's domain name registration." At its simplest, this means that if the Registry Operator (or its employees, etc.) for the registered name is sued because of the Registrant's domain name registration, the registrant will pay the Registry Operator for all fees and expenses in defending against the suit as well as pay for any judgments or liabilities awarded. This "indemnification" is not solely limited to court cases.

Appendix - B

LBDR Accredited Registrars Responsibilities

Registrars are responsible for always fulfilling specific ongoing obligations in accordance with their LBDR Registrar Accreditation Agreement. Below is a general summary of these obligations:

- Registrars must comply with the LBDR Domain Name Registration Policy and Procedures (<https://www.lbdr.org.lb/policies>) and any amendments to the policies and procedures as ratified by the Registry.
- Registrars must provide new domain requesters with the latest LBDR Domain Name Request and Agreement (LBDR-A) form (<https://www.lbdr.org.lb/policies/#appendix-b>) and help them complete the form.
- Registrars must collect from the domain requesters and registrants the required supporting documents under each of the zones (<https://www.lbdr.org.lb/policies/#appendix-D>) cross check the data with the LBDR-A data, approve the domain registration under the zone, enter the domain registration data on the LBDR System, properly file the domain application documents and archive them for future audit reviews.
- Registrars must provide domain name requesters and registrants with accurate and accessible information about:
 - The registrar's identity, place of incorporation and jurisdiction, administrative contact details including phone and email.
 - The registrar's terms and conditions, including pricing information, applicable to domain name registrations.
 - The registrar's customer support services offered to the clients and how to access it
 - Detailed information on how raise concerns and resolve disputes with registrants; and
 - Instructions that explain the registrar's processes for registering, managing, transferring, renewing, and restoring domain name registrations.
- Registrars must publish on its public website an easy accessible link to the LBDR website (<https://www.lbdr.org.lb>) and to the LBDR WHOIS service (<https://whois.lbdr.org.lb>).
- Registrars must ensure that their contacts on record with the LBDR are current and updated in a timely manner.
- The registrar's primary contact must complete a training course covering registrar obligations under the LBDR policies and agreements.
- The registrars must assign at least one employee to the role of registrar responsible for the filing of domain name applications on behalf of its clients (domain requester and registrants) being applications for new domains, renewals of domain registrations, update of domains records, transfer of domains to other registrars, deletion of domains, and suspension and parking of domains. The registrars will perform their tasks using the LBDR-RS GUI web interface and/or the EPP API. Each registrar will access the LBDR-RS using his/her individual login ID and password. The security of the account and access authorization can be restricted to a certain set of IP addresses and the account login uses Google Two-Factor Authentication.
- The registrar's appointee to the role of should prove competence in the use of the LBDR Registration System, clearly understand of the requirements under each of the zones, and is familiar with the EPP Status Codes (See <https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>)
- Registrars must pay the annual LBDR registrar accreditation fee (see LBDR schedule of fees on <https://www.lbdr.org.lb/schedule-of-fees>)

- Registrars are charged a flat fee for each new domain registration, renewal, transfer, reactivation or restore. This fee can be billed by the registrar separately on its invoice to the registrant but is paid by the registrar to the LBDR. (see LBDR schedule of fees on <https://www.lbdr.org.lb/schedule-of-fees>)
- The Registrar must maintain at all time a credit balance with the LBDR equal or higher than the agreed upon Minimum Credit Balance. (see LBDR schedule of fees on <https://www.lbdr.org.lb/schedule-of-fees>)
- Registrars must submit an annual accreditation compliance internal review report to the LBDR. Registrars must complete and return the report for the previous calendar year by end of January.
- Registrars are required to comply with the LBDR accreditation compliance audit program. Accredited registrars selected for an audit round will receive pre-audit notifications from the LBDR a month prior to the audit's commencement.
- The registrar 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 domain name registration by the Registrar." At its simplest, this means that if the Registry Operator (or its employees, etc.) is sued because of the Registrar's handling of a domain name registration, the registrar will pay the Registry Operator for all fees and expenses in defending against the suit as well as pay for any judgments or liabilities awarded. This "indemnification" is not solely limited to court cases.