

Subject: Re: [reconsider] BREACH: "To preserve the security, stability and resiliency of the Domain Name System and to promote consumer trust" - ICANN Incapable. Contractual Compliance Breach

Date: Thursday, December 15, 2016 at 3:58:33 PM Pacific Standard Time

From: Fraser Lee Contact Information Redacted (sent by reconsider-bounces@icann.org <reconsider-bounces@icann.org>)

To: reconsideration@icann.org <reconsideration@icann.org>, Herb Wayne <herb.waye@icann.org>

Anything to delay. So corrupt. I can't wait until the new board read how you have treated this case from a simple failure to Act on normal Registrar/Registrant policy enforcement refusal. What is the next excuse?

On Fri, Dec 9, 2016 at 2:00 PM, Fraser Lee Contact Information Redacted wrote:

RECONSIDERATION REQUEST - REFUSAL OF ICANN TO ACT ON COMPLAINT ALLEGING BREACHES AND EVIDENCE SURROUNDING THE ORIGINAL TICKET AND ALL COMPLAINTS SURROUNDING - EWO-100-61631.

Here is also the original complaint evidence submitted.

Please advise me of your legal requirement and timeframe to provide a response so I can advise other parties.

Dear ICANN's Reconsideration Department

I am formally requesting a reconsideration of ICANN's breach of the Expected Standards and the ICANN Guide for Law Enforcement as expected as a result from Ticket #: EWO-100-61631.

This is ICANN's one chance to reconsider their own BYLAWS and promise to the world to not sponsor cyber-terrorism, otherwise we will be beginning a class action with joint parties from each of the European and Asia Pacific Nations against ICANN for endorsing cyber-terrorism and sponsoring and engaging in cyber-terrorism acting as an authorising agent to first and secondary publishers of this criminal material. We shall be involving all consulates and all departments of the FBI in each country and it will be both self funded and sponsored, and will set world precedent. We will sue both the entity and the board members for negligence and inciting and sponsoring cyber hatred when courts all over the world have defined the very conduct they propose to preserve, illegal.

They will be tested on their misleading promise to " **preserve the security, stability and resiliency of the Domain Name System and to promote consumer trust**" on a contractual basis, with cyber-security experts, I will be teaming up with the worlds best and providing evidence that they you ample opportunity to stop this.

We allege that ICANN have breached both the 'ICANN EXPECTED STANDARDS OF BEHAVIOR' policy and the BYLAWS enforced, of which I have been advised falls within the "ICANN Contractual Compliance Department".

We allege that ICANN are giving favour to a Registrar, and a Registrant and have breached "Terms of Service" in breach of the responsibilities of the Registrar agreement and failure of the Registrar to enforce, and failure of ICANN to enforce in refusal of the Registrar, being the communities expectation of them to preserve the security, stability and resiliency of the Domain Name System and to promote consumer trust. We allege that ICANN have refused to look at the inner causal reason of the complaint I made in ticket #EWO-100-61631 of which we ask for a full review and action in the

shoes of the decision maker on the merits of the case. The case has merits and ICANN, the Registrar and Registrant policy was intentionally not applied in breach of the expected standards and the "ICANN Guide for Law Enforcement". A copy of the entire complaint and its merits have been attached earlier. It is not good enough to the world and ICANN have a responsibility to stop cyber bullying and to NOT ENDORSE hate crime which is supposed to be on their agenda to enforce - not to **attack the little guy who reports it.**

We request an independent investigation into ICANN's refusal to investigate the underlying enforcement of their own policy breach and follow through in this report of Cyberbullying and Cyber Terrorism. This is a formal worldwide complaint about ICANN's inaction to enforce their powers under the below BYLAWS and take the necessary steps to ensure that the internet is protected by Cyber Terrorism. ICANN has demonstrated a sheer disrespect for worldwide crimes, court cases, over 92,000 DMCA **of this domain just to Google alone** caused by the offending site and we state that you failed to review or force the Registrar to review the 'cause of action' in the shoes of the decision maker as clearly you are not enforcing their Registrar Agreement and the Registrar is not enforcing their Terms of Use, and together ICANN is engaging in breaches of the 'ICANN Guide for Law Enforcement'.

This is a serious issue. ICANN and the Registrar are facing litigation and interception from 4 continents, a full scale class action, the FBI, the Department of Homeland Security and the Governments of all European and Asia Pacific Nations over the allowance of this disgrace of a website clearly proven by law to breach all **the very BYLAWS even ICANN set. It is your OBLIGATION to follow YOUR policies and ENFORCE your policies** and investigate the entirety of ticket #EWO-100-61631 of which ICANN were extremely rude and blunt in their response, despite people's lives being taken, jobs being lost by this illegal defamation and cybercrime website, proven every day. Note that ICANN and DNC Holdings in this case **are not protected by law**. If they wish to get technical they are not protected as **they have failed to carry out their representations that every consumer has entrusted them with made public via their policies. This constitutes a worldwide breach of contract.** it is case law that Google has been found a secondary publisher of content from this site and liable to pay costs, damages in defamation and future damages.

It could easily be argued that the Registrar and ICANN are responsible for this site by issuing a license to endorse its contents against its policies and against reasonable 'warning' as this letter serves as a warning and so does my complaint. We hereby place ICANN on notice. We ask for a formal review of the complaint before involving the entire internet community and the media, and various global organisations. It is ludicrous, with all the evidence that ICANN can have a Registrar policy on abuse and not make them enforce it when so much evidence is available. If ICANN don't enforce it, we the people will see to it that ICANN are deemed as licensing and owning the content as endorsers of cyber terrorism and advise all colleagues in the middle of legal action to **add ICANN as a Defendant.**

Please advise all board members that we are serious. **ALL WE ARE ASKING IS FOR YOU TO ENFORCE YOUR OWN POLICIES ON YOUR REGISTRAR AND TO ENSURE THEY ENFORCE THEIR POLICIES (TERMS OF SERVICE) ON THEIR REGISTRANTS.**

WE APPEAL AND ASK FOR RECONSIDERATION OF YOUR excuse that was handed down in one sentence "**they followed their policy**" is an absolute lie, and does

not resolve the fact that the abuse to the world is against the so called intent to "**preserve the security, stability and resiliency of the Domain Name System and to promote consumer trust**". **PROVE THEY FOLLOWED THEIR POLICY, CONSIDERING THE EVIDENCE GIVEN AND THEIR TERMS OF USE BELOW.**

BRIEF SUMMARY OF EVENTS TO GIVE CONTEXT TO THE BREACHED TERMS OF SERVICE THAT ICANN CLAIMED THE REGISTRAR FOLLOWED THEIR POLICY ENFORCING.

1. Registrar breached their ICANN/Registrar Agreement by not enforcing their abuse policy by enforcing their "Terms of Service" on their Registrant - they are supposed to have 24/7 phone support to accept breaches of "Terms of Service". This site BREACHES THE TERMS OF SERVICE MANDATED BY ICANN, THE REGISTRAR AND THE BYLAWS, and supported 100% by ICANN's so-called standards and BYLAWS and contractual obligations and ICANN failed to force them to force their Registrant to follow the Terms of Service. [https://directnic.com/terms\[directnic.com\]](https://directnic.com/terms[directnic.com]). This is what the Registrar should have enforced and ICANN refused to enforce it after the Registrar refused to enforce it on their **Registrant** after I made a legitimate **PUBLIC COMPLAINT in accordance with their obligation to provide an abuse policy which they breached** to investigate such complaints. The complaint alerted them to their Registrant breaching the "Terms of Service" which states (abbr): **(SEE RED)**

This Agreement ("Agreement") between **DNC Holdings Inc., DBA as Directnic** ("Company", "provider", "we", "us" and "our") and You ("your", "user", "registrant", "customer", "client" and "account holder") sets for the terms and conditions for usage of Directnic products and services, including but not limited to domain name registration, web hosting, email, and security services ("Services"). Please read it carefully.

1. AGREEMENT By purchasing and/or using Directnic products and services you agree to be bound to the terms of this Agreement as well as all terms and conditions incorporated by reference in this agreement, including but not limited to our Privacy Policy [https://directnic.com/terms/doc/privacy.policy\[directnic.com\]](https://directnic.com/terms/doc/privacy.policy[directnic.com]).

This Agreement may be updated or modified by Directnic at any time. Changes will be referenced in a change log available on Directnic.com.

If you do not agree with the terms of this Agreement or any of the policies contained herein or on our website, you may discontinue your use and close your account. Your continued use of the Service after posting of any changes constitutes your acceptance of the Agreement. Notice of any changes shall be considered given upon posting and

effective immediately on the date posted unless otherwise stated. It is your responsibility to review this page and the change log to ensure you are aware of changes to these terms.

3. BILLING

a. **Fees** You are responsible for payment of all fees due for products and Services ordered through your account or via Easy Renew for products that reside in your account. Fees for renewal of products and Services may increase at any time and for any reason. Products with introductory pricing or trial periods will renew at increased or full price. Products or Services with trial periods will automatically renew unless you cancel prior to your first billing period.

b. **gTLD and ccTLD Fees** For a complete listing of Directnic domain name registration pricing, including new, renew and transfer pricing, see [https://directnic.com/pricing\[directnic.com\]](https://directnic.com/pricing[directnic.com])

c. **Refunds** Certain fees, including but not limited to setup fees, domain name registration, domain name renewal, domain name redemption, premium domain name purchase, third party fees, and chargebacks are NON-REFUNDABLE. No refunds will be issued for accounts which are closed due to abuse of any kind. Refund requests must be submitted in writing via a support request. If a refund is granted it will be applied to the original form of payment for the transaction whenever possible. If we are unable to return payment to the original payment method we reserve the right to issue credit to the account.

d. **Credit** Account credits have no cash value and are not redeemable for cash or refund. Credit will remain on your account until such time it is used or the account is closed. Any credit remaining on account at closing is considered forfeited.

e. **Recurring Fees** Products and Services with recurring fees will continue to be charged, whether you are using the service or not, until you cancel the product or service or close the account as a whole. No credits or refunds will be issued for non-usage of the Services or products.

f. **Chargeback & Disputed Payments** Disputed payments of any kind and for any reason will incur a NON-REFUNDABLE chargeback fee of \$35 USD per instance. This fee is in

addition to any fees due to Directnic for Services and products. Upon receipt of any chargeback, your account will be reviewed and service may be potentially suspended until such time all fees have been collected. Upon receipt of a third chargeback we may immediately, and without any notice, close your Directnic account; we may also collect or attempt to collect payment of the outstanding balance owed (including any associated penalty fees and costs) from an alternative payment method for the account.

g. Domain Name Registration Fees for registration of domain names are NON-REFUNDABLE. Your obligation to pay registration and renewal fees becomes final and non-revocable upon the registration of a domain name. Failure to pay any registration or renewal fees when due may result in the loss of any domain name for which payment was not received, without any notice to you.

h. Domain Name Renewals Fees for renewal of domain names are NON-REFUNDABLE. Domain names are set to automatically renew. Fees for renewal of domain names will automatically be charged forty five (45) days prior to expiration to avoid accidental expiry or down time. You may turn off automatic renewal from within your Directnic account. You may renew an expired domain name at standard pricing until thirty (30) days after its expiration.

i. Redemption Domain names not renewed by thirty (30) days after expiration may enter the Redemption Grace Period (RGP). Domain names in RGP cannot be renewed automatically and must be redeemed from the registry at a cost of \$185.00 USD.

4. TERM & TERMINATION

a. Agreement This agreement will be considered in effect as long as our records indicate your Directnic account is open, regardless of whether the Services are being actively utilized. This agreement and all Services requested or purchased will continue to renew until and unless the Directnic account is closed by you or Directnic.

c. Right to Close Directnic reserves the right to close your account immediately and without prior notice if you or any of your account contacts, with or without intention, breaches any section of this agreement, any supplemental agreements, any terms or conditions of third party service providers or the rights of Directnic; if we do not receive a written response from you within 48 hours of any notice sent to you by our Abuse Department; if, in our sole judgment, your use of the service has the potential to harm Directnic, any of our affiliates,

partners, service providers or customers; if your Directnic account becomes past due more than 20 days; if a compromised website is discovered on your account; and/or if we receive multiple complaints about the content of your account. You agree that Directnic will not be liable, in any way, for any closure pursuant to this section of the Agreement.

5. HOSTING

a. Content

i. **Responsibility** All content is solely your responsibility, not ours. You certify that you either created or have received permission to display the content on your website. (92,00 DMCA TAKEDOWNS JUST KNOWN TO GOOGLE) We do not control the content posted through our servers, nor do we warrant the accuracy, completeness or quality of such content. Directnic reserves the right to refuse or remove content which violates these terms of service, including but not limited to the Acceptable Use provisions outlined below.

iii. **Copyrighted & the Digital Millennium Copyright Act (DMCA)** Infringement of copyright is strictly forbidden. Such infringement includes, but is not limited to the sales of counterfeit goods, unauthorized copying of photography, books, music, video, film or any other copyright protected work (92,00 DMCA TAKEDOWNS JUST KNOWN TO GOOGLE). We reserve the right to remove, or request removal of content we deem to be infringing the copyright of third parties upon receiving a complete written complaint that complies with DMCA requirements. Any person or party wishing to file a complaint may file a complaint via email, as a PDF attachment, to: legal@directnic.com. Any person or party who knowingly misrepresents that material is infringing, or that it was removed or blocked through mistake or misrepresentation, is liable for any resulting damages incurred by the alleged infringer, the copyright holder or its licensee or the service provider.

b. **Acceptable Use** You agree to use our Services for lawful purposes only. In addition to lawful usage there are activities we deem unacceptable on our system. Below is a list of such activities. Any account discovered, in

our judgment, to be involved in these activities may be suspended or terminated without prior notice. Directnic Services MAY NOT be used to display, distribute, download, host, link to, post, sell, transmit, transfer, upload nor otherwise facilitate access to:

i. Unsolicited bulk email (SPAM), including but not limited to, use of SMTP service or mail script to send SPAM over our network;

ii. Content or website which, in our sole judgment, is child pornography, erotica featuring children or which poses or has the potential to pose harm to any child;

iii. Content or links to content which contains materials meant to **incite violence, promote illegal activities, is unlawful, threatening, abusive, harassing, defamatory, slanderous, libelous or hateful;**

iv. **Content or links to content which contains private, confidential, identifying information including, but not limited to, credit card information, social security numbers, national identification numbers, and non-public contact information such as phone numbers, email and physical addresses of persons other than yourself;**

xxv. Banner-Ad Services (commercial banner ad rotation);

xxxii. Sites promoting illegal activities;

6. EMAIL SERVICES (NOTE WHEN A COMPLAINT IS POSTED THEY EXTORT THE COMPLAINT CUSTOMER TO PAY MONEY THROUGH EMAIL TO JOIN THEIR CORPORATE ADVOCACY PROGRAM AND EVEN STILL DON'T TAKE DOWN ILLEGAL DEFAMATORY CONTENT THAT THEY KNOW IS NOT TRUE AND CANNOT CONFIRM)

b. Responsibility You agree to be solely responsible for all acts and omissions carried out under your username and password, including the content of your transmissions sent through our Email Service.

c. Activities By using the Email Service you agree to not engage in any inappropriate use, which includes but is not limited to the following:

i. Transmitting any content that is directed to inciting or producing imminent conduct that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable and is likely to produce such conduct;

ii. Harming others in any way;

iii. Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity;

EVEN THE SITE CLAIMS ITS OWN REPORTS ARE FALSE AND NOT PROVEN BUT REFUSES TO TAKE DOWN MATERIAL PROVEN TO BE FALSE BY COURTS

iv. Forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Email Service;

v. Transmitting any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

vi. Transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

92, 000 DMCA COMPLAINTS LODGED (JUST ACCORDING TO COMPLAINTS TO GOOGLE)

vii. Transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or "phishing", "extortion email";

x. Intentionally or unintentionally violating any applicable local, state, national or international law.

xi. "Stalking" or otherwise harassing another;

xii. Collecting or storing personal data about other users;

xiii. **Promoting or providing instructional information about illegal activities**, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals.

d. Violation If we suspect you have violated the above restrictions in any way, we reserve the right to monitor, review, and disclose any information as necessary to satisfy any applicable law, regulation, legal process or government request.

e. Termination We reserve the right to terminate any account, which we believe, at our sole discretion, is using our Email Service to transmit spam or other **unsolicited commercial messages**. You agree to be held liable for any and all damages incurred by us and others from the abuse of our Email Service. Please report suspected abusers to abuse@directnic.com.

7. Domain Registration

a. Registrants Benefits and Responsibilities As a domain name registrant you have certain rights and responsibilities as outlined by ICANN. You can review a copy of these rights and responsibilities **here: [http://www.icann.org/en/
resources/registrars/regis-
trant-rights-
responsibilities\[icann.org\]](http://www.icann.org/en/resources/registrars/regis-
trant-rights-responsibilities[icann.org])**.

b. Registration of TLDs Directnic offers a variety of Top Level Domain (TLD) names including generic, sponsored and country code TLDs. Different rules and responsibilities apply to each TLD. Directnic will endeavor to share as much information as possible with regard to each TLD but it remains your responsibility to determine your ability to register and maintain each TLD. **Should ICANN or the registry responsible for administration of the domain name determine that your registration is invalid you agree to hold harmless Directnic, our resellers and assigns.**

c. Acceptable Use 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. By using our domain name registration Services you agree not to use any domain name registered with Directnic for abusive or illegal purposes including, but not limited to:

viii. Content or links to websites which, in our sole judgment, function to share or otherwise distribute unlicensed software or digital content without the expressed permission of the copyright holder; **92,000 DMCA Complaints just to Google regarding listings on this site**

x. Sites promoting illegal activities;

xi. Fraudulent sites (including but not limited to site listed at aa419.org[aa419.org] & escrow-fraud.com[escrow-fraud.com]); **Promotes extortion.**

xiii. Infringement of registered trademarks. **No care in the world - All reports including trademarks are taken as fact and unchanged. I own 2 trademarks and they have refused to takedown. This is not about me, This has affected hundreds of thousands of people. Proof has been given.**

8. THIRD PARTY AGREEMENTS Directnic partners with third parties to provide a variety of Services. Your use of these Services shall be governed by any applicable license agreements, if any, with such third parties. Directnic makes no representations or warranties, nor shall be liable for the quality, availability, timeliness, accuracy or completeness of the information, products of Services provided by any third party providers.

9. AVAILABILITY OF SERVICES

d. Directnic reserves the right to refuse service to anyone, at anytime and for any or no reason.

11. INDEMNIFICATION You agree to defend, indemnify and hold us and any applicable domain name registry and the shareholders, directors, officers, employees, affiliates and agents of us and them, harmless from and against any and all liabilities, losses, damages or costs, including all attorneys' fees, collection fees and court costs, resulting from any claim, action, proceeding, suit or demand arising out of or related to:

a. Your use of our Services or System;

b. Any domain name registered by you or the transfer or use thereof;

c. Any dispute concerning a domain name;

d. Your breach of any part of this Agreement;

e. Any cancellation, suspension or transfer of any domain name in accordance with this Agreement; or

f. Infringement of any trademark, copyright, or other claim of any kind based upon the registration or other use of a domain name in accordance with this Agreement.

2. We complained to ICANN because DirectNic could not enforce their own Registrant "Terms of Service" breaching their Registrar Agreement.

3. ICANN breached their BYLAWS and so-called 'contractual compliance' and requirement under their governance to FORCE the Registrar to take such action under the Registrar/ICANN Agreement.

4. We then complained to ICANN as they are clearly biased and corrupt and fail to "preserve the security, stability and resiliency of the Domain Name System and to promote consumer trust". They say, "The Registrar followed all policies".

5. We submit a "Reconsideration Request" complaint and they WANT TO PUBLISH MY NAME.

DirectNic are corrupt and criminals and ICANN are protecting them. Tell me what I wrote above that this is not a policy breach that the Registrar did not have enough evidence to investigate? Hundreds of thousands of complaints and 92,000 DMCA takedowns we know of just via Google. How much evidence do we need? What is ICANN doing sponsoring cyber terrorism? Forget that, they cannot be excused for not **FOLLOWING REGISTRAR/REGISTRANT POLICY. THEY REFUSE TO DO SO AND REFUSE TO TAKE A COMPLAINT AGAINST THEMSELVES. THAT'S WHERE I NEED YOUR HELP. THAT IS UNCONSTITUTIONAL.**

Lets have a look at DirectNic:

[https://www.bbb.org/new-orleans/business-reviews/internet-services/dnc-holdings-inc-in-metairie-la-90005147/reviews-and-complaints\[bbb.org\]](https://www.bbb.org/new-orleans/business-reviews/internet-services/dnc-holdings-inc-in-metairie-la-90005147/reviews-and-complaints[bbb.org])

[http://domainincite.com/2971-whistleblower-alleged-shenanigans-at-directnic\[domainincite.com\]](http://domainincite.com/2971-whistleblower-alleged-shenanigans-at-directnic[domainincite.com])

[http://domainincite.com/394-verizon-seeks-another-registrar-scalp\[domainincite.com\]](http://domainincite.com/394-verizon-seeks-another-registrar-scalp[domainincite.com])

[http://domainincite.com/1023-verizon-hires-investigator-to-track-down-directnic-bosses\[domainincite.com\]](http://domainincite.com/1023-verizon-hires-investigator-to-track-down-directnic-bosses[domainincite.com])

ICANN SHOULD HAVE:

- A) Force the Registrar to take immediate action - the proof is imminent; or
- B) Stand in the shoes of the Registrar and take immediate action.

PLEASE REFER TO THE COMPLAINT SUBMITTED IN ADDITION TO THIS RECONSIDERATION REQUEST AND ALL COMMUNICATION AND EVIDENCE. WE EXPECT A RESULT.

Fraser Lee