2.3.1 removal of the requirement to provide 90 days written notice of changes to API/EPP/etc to be just "notice" is not ideal

- registrars need advance notice of changes and time to develop, test and plan deployment of such

2.4 similarly reduces notice periods (although from 90 to 30 rather than 90 to zero)

- as above

3.2        Registrar Responsibility for Customer Support.  Registrar is responsible for, and shall provide customer support to, all  of Registrar's Registered Name Holders in the Registry TLD, including support to accept (i) orders for registration, cancellation, modification, renewal, deletion, redemptions, or transfer of Registered Names, and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Notwithstanding the foregoing, Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions, or transfers to the Registrar of Registered Names, provided that Registrar shall continue to provide customer support to Registrar's existing Registered Name Holders as required by this Subsection 3.2. Registrar shall, consistent with ICANN policy, provide

Registered Name Holders with emergency abuse and transfer emergency contacts available on a 24/7 basis for obtaining information and support during critical situations such as abuse (i.e., domain name hijacking, spamming, phishing, pharming, etc.).  ~~Registrar shall publish on its website its accurate contact details, including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct related to the Registry TLD. Registrar agrees to establish on its website a .BANK TLD branded webpage (“.BANK Webpage”) which will include 1) Registry Operator’s .BANK  registration policies and requirements found at~~ [~~https://www.ftld.com/policies~~](https://www.ftld.com/policies)~~, 2) Registry Operator’s domain name lookup capability as described in Section 3.16, and 3) Other material as required in this Agreement.  Registrar will provide, at the time of activation of the Registrar’s access to the production Registry System, an active URL to the Registry Operator for the .BANK Webpage as well as the current Registrar logo in a Registry Operator specified format to be included on the Registry Operator’s approved registrar list on its website(s).~~

Reason for Objection: The addition of these requirements within Section 3.2 are material changes to the original .BANK RRA.  Such changes require extensive changes to the normal operation of the registrar. Registrars should not be required to establish or maintain a “branded webpage” for any extension in order to offer said extension to its clients.

mandates supply of registrar logo to them in a format of their choosing

- should be optional as they may choose a format a registrar doesn't have, doesn't want to obtain licencing for etc

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

~~3.13. Registrant Compliance. Registrar shall not enable, contribute to or willing aid any third party in violating Registry Operator’s standards, policies, procedures, or practices, and shall notify Registry Operator immediately upon becoming aware of any such violation.~~

Reason for Objection: Again, this is a material change that will create a high liability risk for registrars. The clause is not limited to the Registrars Registrant's, but instead requires that Registrar actively police and report the entire community. This creates an additional obligation for Registrars, which, if ignored, opens the door to potentially astronomical damages.  If a Registrar was informed of a violation by email to a mass email box and that email does not get flagged and then reported to the registry, then that is technically a breach opening the registrar up to all damages from the day the email was received forward.  This risk is unreasonable.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

~~3.20.    Bulk Verification Services. Registrar shall submit multiple domain name requests for a single Registrant on a given day in one order using the bulk submission feature provided for in the Registry Verification Agent’s system. Failure to utilize this bulk submission feature and processing multiple domain name requests for a single Registrant on a given day in multiple orders shall result in additional fees as set forth in Paragraph 8 of Exhibit B.~~

Reason for Objection: The addition of Section 3.20 puts an severe operational strain on Registrars that are offering .BANK domain names. In congruence with Section 8 of Exhibit B of the RRA, this Section imposes unreasonable fees on the Registrar if they are not able to reorganize their internal operating procedures and fail to comply.

~~3.21.    Registration Term. Upon request for a domain name registration, Registrar shall immediately register with Registry Operator the full length of the registration term of each Registered Name. Neither Registrar, nor any affiliated company or Reseller shall accept a multi- year registration or renewal of a Registered Name, but then fail to register the Registered Name for the full term for which the Registered Name Holder has paid.~~

Reason for Objection: The relationship and communication between the Registrar and the Registered Name Holder should have no bearing on what information is communicated to the Registry Operator as long as the contractual obligations between the Registrar and the Registered Name Holder are upheld.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

~~Exhibit B~~

~~8.         Non-Compliant Bulk Verification Request Fee~~

~~Registrar agrees to pay in U.S. currency; the non-refundable amount set forth in the table below in the event Registrar fails to use the Bulk Verification Services as set forth in Section 3.20. of this Agreement, or such other amount as may be established in accordance with Section 4 above. Registry Operator shall invoice Registrar on a monthly basis for such fees.~~

~~Verification Fee~~

~~$125~~

12. removes the 6 months advance notice of fees, but refers back to the wrong clause s/be 4.1.1