

HKDNR SERVICE PARTNER PROGRAM VERSION 3.5

Service Partner Program Terms and Conditions

These Terms and Conditions, Service Partner Program Procedures and Service Partner Application Form set out the rights and obligations of the Service Partner and Hong Kong Domain Name Registration Company Limited (“**HKDNR**”) in relation to the Service Partner Program of HKDNR (the “**Agreement**”).

1. Definitions and Interpretation

1.1 Defined Terms

In this Agreement, unless the context otherwise requires:

“**We**” (and related expressions like “**us**” and “**ours**”) refer to HKDNR. HKDNR is also defined under the Prevention of Bribery Ordinance (“**POBO**”) as a public body, and to “**You**”, the Service Partner, as set out in the Service Partner Application Form;

“**Administration Fee**” means the administration fee as set out in the Service Partner Program Procedures from time to time;

“**Applicable Data Protection Law**” means the Personal Data (Privacy) Ordinance (Cap 486) and other applicable laws and regulations in relation to personal information or personal data (including, for instance, the European Union 2016/679 General Data Protection Regulation);

“**Business Day**” means normal working days in Hong Kong, excluding weekends and bank and public holidays and days during which a black rainstorm warning or Typhoon signal number 8 or above is hoisted or remains hoisted anytime between 9:00 a.m. and 6:00 p.m;

“**Codes**” means the codes issued for contact handles and host handles in accordance with the Service Partner Program Procedures;

“**Confidential Information**” means, without limitation:

(i) all information and materials about HKIRC or HKDNR, including Registrant Data;

(ii) all information marked or otherwise identified as confidential or proprietary;

(iii) all information relating to any transmission, security or protocols in connection with the operation, server, system and technical information, business plans and partners etc. including Registry Server, in any form, which comes into your possession pursuant to, or as a result of or in performance of this Agreement or from HKDNR, excluding information:

- (a) which at the time of its first disclosure under this Agreement was in the public domain; or
- (b) which, after disclosure by HKDNR comes into the public domain otherwise than by disclosure in breach of this Agreement; or
- (c) which is received by you from a third party who has the right to provide the information and which is not itself subject to confidentiality obligations; or
- (d) which was already in your possession or knowledge without restriction prior to its disclosure; or
- (e) which you are required by law or any order of a court or tribunal to disclose.

“Credit Deposit” means the credit deposit as set out in the Service Partner Program Procedures from time to time;

“Credit Limit” has the meaning given in Clause 5.4;

“Credit Line” means the credit facility afforded to the Service Partner on the terms set out in Clause 5.4;

"Data Breach" means breach of security leading to an actual or suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Registrant Data transmitted, stored or otherwise processed.

“Domain Name” means third level domain names under a .hk country code top level domain, namely “.com.hk”, “.org.hk”, “.gov.hk”, “.edu.hk”, “.net.hk”, “.idv.hk” and second-level “.hk” domain names as may be introduced by HKDNR from time to time;

"Domain Name Administration" means registration, modification, transfer, deletion and renewal of Domain Names; To "Administer Domain Name" shall be construed accordingly;

"Effective Date" means the date when we notify you that your application to become a Service Partner has been accepted;

“Fees” has the meaning given in Clause 5.1;

"HKIRC" means Hong Kong Internet Registration Corporation Limited, which is responsible for the administration of Internet domain names under the '.hk' and ‘. 香港’ ccTLDs;

"HKSAR" means Hong Kong Special Administrative Region;

“Parties” means the parties to this Agreement and **“Party”** means either one of them;

“Payment Date” means the date by which any sum due under this Agreement must be paid;

"Registrant" means a holder of, or an applicant for, a Domain Name registration.

"Registrant Data" means the personal information, data and details relating to a Registrant, including but not limited to:

- (a) the Registrant's name and contact information;
- (b) technical, billing and administrative contact information;
- (c) all other data submitted by the Registrant in electronic form; and
- (d) other data concerning particular registrations or name servers maintained in electronic form in the Registry Server.

"Registry Server" means a server or database consisting of primary and secondary name servers and WHOIS servers, containing the Registrant Data and other data or information, together with the mechanism for accessing that data, in relation to the Domain Names.

"Service Partner Program Procedures" means our Service Partner Program Procedures in force from time to time;

"Year" means the period of 12 months from the Effective Date of this Agreement and each period of 12 months thereafter.

1.2 Construction of References

In this Agreement, unless the context requires otherwise, any reference:-

- (a) to a Clause is a reference to the clause of this Agreement;
- (b) to this Agreement, any other document or any provision of this Agreement or that document is a reference to this Agreement, that document or that provision as in force for the time being or from time to time amended in accordance with the terms of this Agreement or that document;
- (c) to a person includes an individual, a body corporate, a partnership, any other unincorporated body or association of persons and any state or state agency; and
- (d) to a **right** includes a power, a remedy and discretion.

1.3 Interpretation

In this Agreement, unless the context otherwise requires:-

- (a) words importing the plural include the singular and vice versa;
- (b) words importing a gender include every gender;

- (c) the words “**other**”, “**including**” and “**in particular**” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.4 Headings

The headings in this Agreement do not affect its interpretation.

2. Term

Unless otherwise terminated earlier pursuant to Clause 10, the term of this Agreement shall be one (1) year from the Effective Date. Without prejudice to HKDNR’s right to forfeit the Administration Fee pursuant to Clause 4.1, this Agreement shall be automatically renewed on successive one (1) year periods on condition that the Service Partner registers the minimum number of Domain Names as specified in the Service Partner Program Procedures (as may be amended from time to time during any Year).

3. Applications in respect of Domain Names Administration

3.1 During the continuance of this Agreement and subject to:

- (a) Domain Name Registration Agreement for .hk Domain Name (incorporating the Rules of .hk Domain and Sub-Domains and the HKDNR Domain Name Dispute Resolution Policy) (the “**Registration Agreement**”); and
- (b) the payment of the appropriate Fees

we shall, in response to requests received from you in accordance with our Service Partner Program Procedures, register and Administer Domain Names on behalf of you or your customers on the terms of the current Registration Agreement. Successful Domain Name registration is subject to availability and suitability of the name and other information given by you or your customer and we do not guarantee the success of any registration.

3.2 By sending requests to us for Domain Name Administration on behalf of your customers, you certify that you are authorized to apply for registration, modification, renewal or deletion of Domain Names on behalf of your customers and to bind your customers to the terms and conditions of the current Registration Agreement and that you have notified your customers of the terms and conditions of the Registration Agreement.

3.3 Without prejudice to anything stated in this Agreement for, all applications rejected due to:

- (a) incomplete or inaccurate information provided by you or your customer and / or incomplete or inaccurately completed form or any required documents for domain name service applications, we shall NOT refund any part of the Fees paid for such rejected applications;
- (b) reasons otherwise than those listed in Clause 3.3(a) above, we shall only refund the Fees if the application is paid for by credit line payment. We shall

not refund any fees if the application is paid for by "direct payment by customer".

4. Deposit

- 4.1 Upon the commencement of this Agreement, you shall deposit and maintain with us throughout the continuance of this Agreement, the Administration Fee. The Administration Fee shall be retained by us throughout the continuance of this Agreement free of any interest to you with power for us to forfeit the Administration Fee in the event that you fail to register the minimum number of Domain Names as specified in the Service Partner Program Procedures (as may be amended from time to time by us) during any Year for which this Agreement continues.
- 4.2 In the event that the Administration Fee is forfeited by us in any Year in accordance with Clause 4.1 above, you shall immediately deposit and maintain with us a further Administration Fee, failing which we shall be entitled to terminate this Agreement forthwith.
- 4.3 Upon the commencement of this Agreement, you shall deposit and maintain with us the sum of the Credit Deposit to secure the due observance and performance by you of the provisions contained in Clause 5.
- 4.4 The Credit Deposit shall be retained by us throughout the continuance of this Agreement free of any interest to you with power for us, without prejudice to any other right or remedy hereunder, to terminate this Agreement and to forfeit the Credit Deposit or to treat this Agreement as continuing and to deduct from the Credit Deposit the amount of any costs, expenses, loss or damages sustained by us as the result of any non-observance or non-performance by you of any provision of Clause 5 in which latter event you shall deposit with us the amount so deducted failing which we shall be entitled to terminate this Agreement forthwith and forfeit the Credit Deposit.

5. Fees, Volume Discounts and Payment Terms

- 5.1 All fees, charges or other sums payable (the “Fees”) in connection with all Domain Name Administration may be revised by HKDNR from time to time. The current Fees can be found at Schedule in the Service Partner Program Procedures.
- 5.2 From time to time, we may introduce volume discounts to the Fees for Service Partner who has registered a certain number of Domain Names within a certain given period of time. The current volume discount available can be found at Schedule in the Service Partner Program Procedures.
- 5.3 You agree to pay all Fees (subject to volume discounts, if any) in accordance with this Clause 5 and the Service Partner Program Procedures.
- 5.4 Credit Line
 - (a) Subject to our receipt of your Credit Deposit you shall pay the Fees on the payment terms as set out in the Service Partner Program Procedures (as may be

amended from time to time by us). We shall from time to time set a limit for your credit line (the “**Credit Limit**”) which shall be based on your previous payment history and the amount of your Credit Deposit.

- (b) The total Fees outstanding on your account must not exceed your Credit Limit at any time and you agree to make immediate payment of any such excess within 7 days of our notice to you of such excess.
- (c) If any sum due remains unpaid after the due date (including any payment exceeding your Credit Limit) we may, at our option do either of the following:
 - (i) immediately deactivate any applications / requests for Domain Name Administration for which payment has not been received or in respect of which the Fees exceed your Credit Limit; or,
 - (ii) suspend the application / requests for Domain Name Administration and demand payment of the Fees which shall be due and payable immediately upon your receipt of such demand.
- (d) We reserve the right to withdraw the use of your Credit Line at any time, in which case:
 - (i) we shall return your Credit Deposit (less any Fees due) to you within 30 days of our notice to you of such withdrawal;
 - (ii) payment of the Fees incurred in connection with any Domain Name Administration application shall be due immediately and must be paid within 14 days of the date of the application. In the event that such sum has not been paid, we shall have the right to cancel the relevant application.

5.5 Direct payment by your customer

- (a) Payment of the Fees incurred in connection with the application shall be due immediately and must be paid within 14 days of the date of the application.
- (b) In the event that such sum has not been paid in accordance with (a) above, we shall have the right to cancel the relevant application.

5.6 Interest shall be payable on any sums due under this Agreement which remain unpaid after the Payment Date, calculating from the date on which the sums fall due up to the date of payment at 1.5 per cent per month.

6. Legal Relationship

- 6.1 The Parties are independent contractors acting for their own account. You shall be responsible for the supervision, direction and control of your own personnel.
- 6.2 Neither Party is a partner or agent of the other and does not have the power or authority, directly or indirectly or through its servants or agents, to bind the other to any agreement with a third party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of the other, except as expressly provided by this Agreement.

- 6.3 It is understood and agreed upon by the Parties hereto that during the term of this Agreement the use of the term “Service Partner” and similar terms which may be used to describe the relationship between the Parties under this Agreement refer to the spirit of cooperation between the Parties and do not describe or (expressly or by implication) create any partnership between the Parties.

7. Standard of Conduct

7.1 Mode of Operation:

You shall:

- (a) maintain at least one (1) Domain Name registered under your own company name;
- (b) maintain reasonable records of transactions, enquiries and complaints in the registration of Domain Names on behalf of customers;
- (c) provide efficient and courteous service to customers;
- (d) give to us full written details of any complaint received from a customer relating to Domain Name registration within seven (7) days of the complaint and use your best endeavours to assist us in resolving any customer complaints;
- (e) provide proper training on Domain Name Administration to all your employees and agents responsible for handling Domain Name Administration;
- (f) use the Codes and any other materials or information provided to you by us in accordance with the terms of this Agreement and the current Registration Agreement. We shall only process applications and requests for Domain Name Administration submitted with the correct Codes and in accordance with the Service Partner Program Procedures and Registration Agreement; and
- (g) keep your Codes confidential at all times and you shall be liable for any applications or requests for Domain Name Administration made using any of your Codes.

7.2 Advertising and Marketing Activities

You shall:

- (a) use reasonable endeavours to co-operate with us and participate in joint marketing and / or promotional activities;
- (b) at least participate in or organise one (1) joint marketing activity with us each Year. The parties shall negotiate in good faith, the terms and format of each joint marketing activity;
- (c) act in good faith at all times towards us and provide such reasonable assistance and co-operation as practicable upon request by us;

- (d) ensure at all times that any marketing materials which relates to the Administration of Domain Names or HKDNR are approved by us prior to disclosure or supply to the public;
- (e) refrain from any conduct which discredits or damages the goodwill or image of HKDNR; and
- (f) in all correspondence and other dealings relating directly or indirectly to Domain Name Administration, clearly indicate that you are acting as an independent contractor.

7.3 **Data Privacy**

You shall:

- (a) notify the Registrant and seek consent (where necessary) from the Registrant for HKDNR and HKIRC to receive and use Registrant Data, including for the purpose of administering Domain Names and the provision or publication of Registrant Data to third parties who have legitimate interests;
- (b) maintain a privacy policy compliant with the Applicable Data Protection Law;
- (c) notify and assist HKDNR with requests from Registrants and other persons exercising their rights (including the right to request access to and correction of information, right to erasure, right to object to processing, right to request restriction of processing and right to request transfer of personal data, if any) prescribed under the Applicable Data Protection Law;
- (d) record all details relating to its processing of Registrant Data including the use and transfer (if applicable) of Registrant Data and data security measures implemented in compliance with the Applicable Data Protection Law;
- (e) comply with the directions of HKDNR from time to time in relation to the retention and erasure of Registrant Data;
- (f) disclose to HKDNR all necessary information for the purpose of complying with the Applicable Data Protection Law;
- (g) restrict your employees, agents or contractors access to Registrant Data on a need to know basis solely for the performance of this Agreement;
- (h) immediately give HKDNR notice of any security breaches including Data Breach or malfunctions which will seriously affect you or any part of your systems, or your performance of this Agreement; and
- (i) in the event of a Data Breach, assist HKDNR with all actions that HKDNR may consider desirable to address or remedy the Data Breach, including but not limited to data breach notifications and data protection impact assessments.

7.4 Compliance with Laws and Standards

You shall:

- (a) in the event you also provide DDNS services, comply with RFC 2136 standard issued by the International Organization for Standardization; and
- (b) comply with all relevant laws and regulations, including the Applicable Data Protection Law;

8. Marketing / Press Releases

8.1 The terms of this Agreement shall be kept confidential by both Parties. You shall not publicly announce or disclose the terms of this Agreement Subject to the foregoing, you may describe yourself as a "Service Partner of HKDNR".

8.2 Subject to the clause above, any press release, public announcement, advertisement or publicity proposed to be released by you concerning this Agreement or any matters arising under this Agreement shall be subject to the prior approval of us.

9. Indemnity

9.1 You shall indemnify and hold harmless HKDNR, its present and past officers, directors, employees and affiliates against all losses, damages, costs and payments, including settlements and legal fees incurred, arising out of third party claims against HKDNR in relation to:

- (a) your application to Administer Domain Names on behalf of customers; and
- (b) non-observance of any term of this Agreement by you.

10. Termination

10.1 Either Party may terminate this Agreement:

- (a) for convenience effective upon one (1) month's prior written notice;
- (b) if the other Party is in breach of this Agreement and the said breach is not cured within seven (7) days upon receiving notice from the non-breaching Party.

10.2 We may terminate this Agreement forthwith, if:

- (a) in our sole and absolute discretion we decide that you fail to provide sufficient customer support to customers seeking to Administer Domain Names through you;
- (b) we receive complaint(s) from the customers referred to in (a) above, which in our view, discredits or damages the goodwill or image of HKDNR and / or render you unsuitable to continue to be a Service Partner;

- (c) in our sole and absolute discretion, we decide that you are not co-operative in joint marketing and/or promotional activities organised by us; or
- (d) you fail to submit support documents for Domain Name Administration within seven (7) days from our request.

10.3 Upon termination of this Agreement, you shall immediately:

- (a) cease to accept any requests for Domain Name Administration;
- (b) refrain from representing yourself as a service partner of HKDNR or being in any way associated with HKDNR;
- (c) cease to use our name or our trademarks;
- (d) remove from all materials, websites, documents and any other items in your possession or control, all references to our name or our trademarks;
- (e) pay all outstanding monies to or settle all outstanding (if any) accounts with us.

10.4 Notwithstanding the foregoing Clause, we may continue supplying goods or services to a customer if the business relationship with such customer was established prior to the termination or expiration of this Agreement. Termination of this Agreement shall be without prejudice to the rights and remedies already accrued to the parties under this Agreement.

10.5 In the event of expiration or termination of this Agreement, Clauses 1, 6, 9, 10, 11, 15, 16 and 17 shall survive and continue in effect to the extent necessary to protect the rights of the Parties.

11. **Limitation of Liability**

11.1 To the maximum extent permitted by applicable law, we accept no liability for any and all loss or damage (other than liability for death or personal injury arising on account of negligence on our part) including, but not limited to, but not limited to:

- (a) loss or liability resulting from access delays or access interruptions;
- (b) loss or liability resulting from data non-delivery or data mis-delivery;
- (c) loss or liability resulting from acts of God;
- (d) loss or liability resulting from the unauthorized use or misuse of the Codes, your customer's Domain Name, password or other security authentication option;
- (e) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

- (f) loss or liability that you may incur in connection with HKDNR's Domain Name Administration.
- 11.2 HKDNR does not make and HKDNR expressly disclaims all warranties of any kind, whether oral or written, express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Any representation, warranty, condition or undertaking which (but for this clause) would be implied in this Agreement by law, is excluded to the fullest extent permitted by law. Without limitation, HKDNR makes no warranty that its service(s) provided for Domain Name Administration will meet the Service Partner's requirements, or that the service(s) will be uninterrupted, timely, secure, or error free; nor does it make any warranty as to the results that may be obtained from the use of the service(s). The Service Partner understands and agrees that any material and/or data downloaded or otherwise obtained is done at the Service Partner's own discretion and risk and that the Service Partner will be solely responsible for any damage to its computer system or loss of data that results from the download of such material and/or data.
- 11.3 The Service Partner acknowledges and agrees that it will not seek to recover and shall not be entitled to recover from HKDNR or to be indemnified by HKDNR against, any direct, indirect or consequential loss or damage or any claim, proceedings, cost, demand, liability or expense howsoever sustained, incurred or paid by the Service Partner to any party in respect of any of the matters specified in this Agreement.
- 11.4 The Service Partner agrees that HKDNR will not be liable for the cancellation and/or loss of use (for whatever reason and whether temporary or otherwise) of the Service Partner's customers' Domain Name(s), or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if HKDNR has been advised of the possibility of such damages. Save only in respect of liability for death or personal injury arising on account of negligence on our part, in no event shall HKDNR's maximum liability under this Agreement exceed 100% of the Fees paid in respect of a particular Domain Name Administration.

12. Notices

- 12.1 Any notice or communication to us under this Agreement must be in writing and must be transmitted by electronic means to our email address as set out in the Service Partner Program Procedures from time to time.
- 12.2 Any notice or communication to you under this Agreement shall be in writing and transmitted by electronic means to the email address notified to us on the Service Partner Application Form or any other address notified to us in accordance with Clause 12.1 above.

13. Amendments

We may amend this Agreement at any time upon the giving of 14 days' prior written notice to you. Otherwise, no amendment to this Agreement will be effective unless in writing and executed by us. The new version will automatically apply upon expiry of the notice period.

14. Assignment And Sub-Contracting

You may not assign, transfer, deal or declare a trust in respect of or sub-contract any of your rights or obligations under this Agreement or purport to do so without our consent.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of HKSAR. The Parties hereby submit to the exclusive jurisdiction of the Courts in HKSAR.

16. Probity

Prevention of Bribery

16.1 You shall not, and shall procure that your directors, employees, agents and subcontractors who are involved in these Service Partner Program Terms and Conditions shall not solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to these Service Partner Program Terms and Conditions. You shall also caution your directors, employees, agents and subcontractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the Service Partner Program Terms and Conditions. You shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that your directors, employees, agents and subcontractors are aware of the aforesaid prohibition and will not solicit or accept any advantage, excessive hospitality, etc .in relation to the business of HKDNR.

16.2 You shall not, and shall procure that your directors, employees, agents and sub-contractors who are involved in these Service Partner Program Terms and Conditions shall not, offer any advantage to any Board member or staff in relation to the business of HKDNR.

Declaration of Interest

16.3 You shall require your directors and employees to declare in writing to you any conflict or potential conflict between their personal/financial interests and their duties in connection with these Service Partner Program Terms and Conditions. In the event that such conflict or potential conflict is disclosed in a declaration, you shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. You shall require your agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

- 16.4 You shall prohibit your directors and employees who are involved in these Service Partner Program Terms and Conditions from engaging in any work or employment other than in the performance of these Service Partner Program Terms and Conditions, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with these Service Partner Program Terms and Conditions. You shall require your agents and sub-contractors to impose similar restriction on their directors and employees by way of contractual provision.
- 16.5 You shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that your directors, employees agents and sub-contractors who are involved in these Service Partner Program Terms and Conditions are aware of the provisions under the aforesaid sub-clauses 16.3 & 16.4.

17. Confidentiality

17.1 You shall at all times:

- (a) keep confidential; and
- (b) take reasonable steps to ensure that disclosure is made to your employees, agents or sub-contractors on a need-to-know basis and that employees, agents and subcontractors are subject to restriction not to disclose to third party; and
- (c) maintain proper and secure custody of; and
- (d) not use or reproduce in any form for any purpose outside the scope of these Service Partner Program Terms and Conditions,

any Confidential Information belonging to HKDNR, and all Registrant Data.

17.2 On termination of these Service Partner Program Terms and Conditions, you shall:

- (a) deliver all Confidential Information belonging to HKDNR and all changes to, reproductions of, extracts from and notes and copies thereof regarding that Confidential Information, in any form; or
- (e) destroy the Confidential Information and, if it is stored in other media, erase it from the media on which it is stored so that the Confidential Information is incapable of being retrieved; and

17.3 Within fourteen (14) Business Days of termination of these Service Partner Program Terms and Conditions, you shall, by a director or officer, provide a statutory declaration to HKDNR that all Confidential Information has been delivered or destroyed in accordance with clause 17.2.

17.4 Nothing in this clause 17 shall prevent disclosure by you of any such information with the consent of HKDNR in writing, in compliance with a legal requirement or otherwise where disclosure is required by law, but only to the extent necessary to comply with such requirement. You, on receiving such notice of compulsion, shall within seven (7) days of receipt of the notice provide HKDNR with such information relating to the request and cooperate with HKDNR to defend or resist such request, as necessary.

18. Miscellaneous

18.1 This Agreement constitutes the complete and exclusive agreement of you and us regarding the subject matter of this Agreement. This Agreement supersedes and governs all prior proposals, agreements or other communications between you and us. You acknowledge that in entering into this Agreement you have not relied on any representation, promise or undertaking (whether oral or in writing) except such as are expressly incorporated into this Agreement.

18.2 In the event of any discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

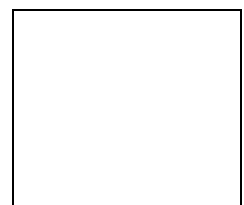
For and on behalf of
Company Name

Company chop



For and on behalf of
**Hong Kong Domain Name Registration
Company Limited**

Company chop



Signature : _____ Signature : _____

Name : _____ Name : _____

Title : _____ Title : _____

Date : _____ Date : _____

HKDNR Service Partners Program Version 3.5

Service Partner Program Procedures

- Effective 10 March 2020 -

HKDNR is pleased to offer its new Service Partner Program v.3.5 to:

- promote closer business relationship with its Service Partners; and
- increase the numbers of .hk and .香港 domain name (“Domain Name”) registration; and
- build up the corporate image of HKIRC and HKDNR.

BECOMING A HKDNR SERVICE PARTNER

To be considered as a HKDNR Service Partner:

- *You should be prepared to register a minimum of 100 paying Domain Names each year.*
- *You should deposit with HKDNR an Administration Fee of HK\$1,000. This Administration Fee will be forfeited if the accumulated number of paying Domain Names registered through you within twelve months is less than 100.*

- Review Service Partner Program Agreement Version 3.5 or any future version (whichever is the latest) and Program Procedures on www.hkdnr.hk :
- Download and fill in the Application Form in Excel format from www.hkdnr.hk, and send the completed Application Form by email to svcp@hkdnr.hk;

- Receive from us an email acknowledgement followed by TWO sets of the Agreement sent by post;
- Duly sign the Agreement by the authorized person of your company with the company chop affixed;
- Prepare a crossed cheque made payable to “HKDNR” to settle the Administration Fee Deposit of HK\$1,000;
- Return the original copies of the duly signed agreements along with the crossed cheque and a copy of your Business Registration Certificate or other Certifications of registration number by mail to our office;
- Receive an email confirmation from us stating the contract effective date once your Service Partner Account is set up;
- Receive from us one original set of the Agreement with HKDNR’s signature and company chop for your record;
- You shall be bound by the Service Partner Program v3.5 Terms and Conditions or other future version (whichever is the latest) and the Service Partner Program Procedures once your application is accepted by HKDNR;
- HKDNR reserves the right to make final approval of all applications.

INFORMATION REQUESTED FROM SERVICE PARTNERS

Information about your organization – Company name, contact person, business registration number or Certificate of Registration number (as applicable), PNETS license number (if any), mailing address, e-mail address, phone number, fax number, your business nature, provision of DDNS service, marketing contacts and current Domain Name registrations under your company’s name.

Default payment method -Two choices are given: Using Service Partner Account shall be the primary default payment method, and direct payment by your

customer shall only be allowed as requested:

- **Service Partner Account** - Service Partners should arrange advance payment in their Service Partner Account (top-up the Service Partner Account) to settle their applications. We will issue two statements every month to show the accounts status for your reference.
- **Direct payment by your customer** – In this case, the Domain Name will not be activated until payment from your customers is received. Please warn your customer that payment is expected within 14 days after its application is accepted. The application will deem void after the 14-day payment deadline.

APPLICATION FOR NEW DOMAIN NAME

- HKDNR will send emails to:
 - The administrative contact specified in the Domain Name application form to confirm receipt of the application, to provide tracking number of the transaction for future reference, and if applicable, to ask for a copy of the applicant's relevant document(s) (hereafter "Document(s)") via fax or mail, and to provide password for future online modifications of registration details upon activation of the Domain Name.
 - The billing contact specified in the Domain Name application template to confirm receipt of the application, to provide tracking number, and to demand payment by credit line.
 - The technical contact specified in the Domain Name application template and Service Partner to confirm receipt of the application, and to provide tracking number.
- HKDNR will email the Service Partner, administrative contact, and billing contact a warning reminder if payment is not received by the prescribed deadline; and will email to the Service Partner and administrative contact if the Document(s) is not received.

- Upon receipt of the Document(s) and payment, HKDNR will:
 - Notify all parties that the application is successful and advise the renewal anniversary date.
 - If the application is void for whatever reason, HKDNR will notify all parties that the registration is not successful.
- If the Domain Name application is rejected by the HKDNR, all parties will be notified, and the registration fee will not be payable.
- Please also refer to the section on “Multiple Domain Names”.

MODIFICATION

- If the Domain Name has not been re-registered under the latest version of the HKDNR Domain Name Registration Agreement, HKDNR will charge a fee for any modification of name server information, and will email the billing contact to demand payment. HKDNR will email the Service Partner and notify all contact parties of the application request for name server modification.
- HKDNR will effect name server modification within 1 working day of the request.
- HKDNR will email the Service Partner and all contact parties (old and new, if changed) to acknowledge successful modification.
- If the application is rejected for whatever reason, HKDNR will notify all parties that the application is not successful. Fees or charges otherwise due are not payable.

DOMAIN NAME RENEWAL

- HKDNR will email a reminder to the Service Partner and all contact parties that payment for renewal must be made within seven (7) days before the expiry date of the

Domain Name registration. (For details on fee schedules, please refer to the latest fee schedule as announced by HKDNR from time to time).

- HKDNR will email the Service Partner and notify all contact parties to acknowledge receipt of the application to request for Domain Name renewal.
- HKDNR will email the Service Partner and all contact parties to acknowledge successful renewal.
- If the application is not successful or being rejected for whatever reason, HKDNR will notify all parties the application status, while the fees or charges otherwise due will not be payable.
- Domain Names not renewed will be removed.

DOMAIN NAME TRANSFER

- Relevant supporting documents are required to be submitted by either the Service Partner or the transferor / transferee involved, to HKDNR to evidence the mutual consent between the transferor and the transferee in relation to the transfer.
- An administration fee will be charged in addition to the Domain Name registration fee for affecting a transfer of a Domain Name. (For details on fee schedule, please refer to the latest fee schedule as announced by HKDNR from time to time).
- HKDNR will email the Service Partner and notify all contact parties to acknowledge the receipt of the application for Domain Name transfer.
- HKDNR will email the Service Partner and all contact parties (old and new) to acknowledge successful transfer.

- If the application is not successful or rejected for whatever reason, HKDNR will notify all parties the application status, while the fees or charges otherwise due will not be payable.

DOMAIN NAME DELETION

- Such request will be accepted when the correct Domain Name password is also submitted together with the online procedures completed. HKDNR will email the administrative contact and the technical contact upon receiving the request, and the deletion will be activated if no objection is received within seven (7) calendar days.
- A Domain Name deleted by the registrant or removed from registration by HKDNR due to other reasons will be blacked out for a period deemed reasonable by HKDNR before it becomes available for registration again.

MULTIPLE DOMAIN NAMES

- There is no limit on the number of Domain Names allowed to be registered by a qualified Customer under the latest version of HKDNR Registration Agreement.
- Customers under HKNIC Registration Agreement Version 1.x or 2.xx cannot register more than one “.hk” Domain Name. In the event that any of those customers apply for additional “.hk” Domain Name (ie multiple Domain Names) under the latest version of HKDNR Registration Agreement, their existing as well as new “.hk” Domain Name registration shall automatically be subject to the latest version of HKDNR Registration Agreement.

BUNDLING OF DOMAIN NAMES

- **Allocation of English Domain Names to holders of Chinese Domain Names**
If your customer is the registrant of a .香港 Chinese Domain Name that the domain category is having a bundled domain (whether for an existing Domain Name registration or a new Domain Name application under these procedures) which has not

been bundled with an English Domain Name, your customer is entitled to register, free of charge, an English Domain Name in the Equivalent Domain Name Category (as defined in HKIRC's Domain Name Registration Policies, Procedures and Guidelines), and having the same expiry date.

- **Allocation of Chinese Domain Names to holders of English Domain Names** If your customer is the registrant of an English Domain Name that the domain category is having a bundled domain (whether for an existing Domain Name registration, or a new Domain Name application under these procedures) which has not been bundled with a .香港 Chinese Domain Name, your customer is entitled to register, free of charge, a Chinese Domain Name under the .香港 country code top level Domain Name in the Equivalent Domain Name Category, and having the same expiry date.

- **Time for Applications**

If your customer is applying for either an English Domain Name in the Equivalent Domain Name Category or a Chinese Domain Name under the .香港 country code top level Domain Name in the Equivalent Domain Name Category as mentioned in the above 2 paragraphs, your customer may apply at any time prior to ninety (90) days before the expiry of your customer's existing Domain Name.

- **Bundling of Allocated Domain Names**

Domain Names allocated under the first 2 paragraphs in this section will, on allocation, be automatically bundled together with the Domain Name to which they relate.

- **Bundling of Existing Domain Names**

If your customer holds an existing English Domain Name registration and an existing .香港 Chinese Domain Name registration under Equivalent Domain Name Categories, and both of which are not already bundled with other Domain Names, your customer may apply at any time, via you, to bundle these two Domain Names together (together with Domain Names referred to in the former paragraph, "**Bundled Domain Names**"). If two existing Domain Names are bundled together under this paragraph, after bundling, the two Bundled Domain Names will have a new expiry date, equal to the sum of the expiry dates for the two Domain Names bundled together.

- **Effect of Bundling Domain Names**

Bundled Domain Names:

- (a) will be treated as one Domain Name for the purposes of transfer and renewal;
- (b) will have the same expiry date;
- (c) must have the same individual or entity listed as the registrant for both of the Domain Names in the bundle, and any change of holding right or transfer of one or more of the Domain Names in the bundle (but not the whole bundle) will require the Bundled Domain Names to be unbundled;
- (d) must be administered by the same registrar; and
- (e) will be subject to one set of Fees and charges.

If at any point your customer wishes to unbundle the Bundled Domain Names held by your customer, your customer may do so via you, subject to payment of any Fees due in relation to the unbundled Domain Names in accordance with these procedures.

- **HKDNR's discretion in accepting Bundled Domain Names**

Applications to bundle or unbundle Domain Names under these procedures are subject to HKDNR's discretion and approval.

In the event of any discrepancy between the English and Chinese versions of these procedures, the English version shall prevail.

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- Effective 10 March 2020 -

Schedule One:

The Fee Schedule of .hk and .香港 Domain Names

Types of Application / Contract Period	Per Chinese-English Bundle# (HK\$)			
	.hk - .香港 (HK\$)	.idv.hk - 個人.香港 (HK\$)	.gov.hk - 政府.香港 (HK\$)	.com.hk – 公司.香港 .net.hk - 網路.香港 .org.hk - 組織.香港 .edu.hk - 教育.香港 (HK\$)
Registration / Renewal / Unbundling of Domain Names :				
– for 1-year contract	\$250	\$150	\$125	\$200
– for 2-year contract	\$500	\$280	\$250	\$400
– for 3-year contract	\$625	\$380	\$375	\$500
– for 5-year contract	\$1000	\$550	\$625	\$800
– for 10-year contract	\$2000	\$1100	\$1250	\$1600
Transfer of Domain Name	\$500 + Renewal Fee	\$500 + Renewal Fee	\$500 + Renewal Fee	\$500 + Renewal Fee
Modification of Name Server	No charge	No charge	No charge (For domain names registered under the New Agreement) or \$200 (For domain names registered under the Old Agreement)	No charge (For Domain Names registered under the New Agreement) or \$200 (For domain names registered under the Old Agreement)
Late Charge	\$200 (during blackout period)	\$100 (during blackout period)	\$125 (during blackout period)	\$200 (during blackout period)
Bundling of Domain Names	No charge	No charge	No charge (Domain names registered under the Old Agreement are not entitled for bundling)	No charge (Domain names registered under the Old Agreement are not entitled for bundling)
Other Special Services	Quote on request	Quote on request	Quote on request	Quote on request

The term 'Chinese-English Bundle' includes a bundling combination of '.香港' Chinese domain and '.hk' English domain. If the registrant has not specified a bundled domain name (only a single .香港 or .hk) the same fee will be charged.

"New Agreement" means registration agreement other than the Old Agreement.

"Old Agreement" means HKNIC Registration Agreement Version 1.x or 2.xx.

Note

1. Fees for successful applications are **NON-REFUNDABLE**. Fee for unsuccessful applications will be refunded around 6 to 8 weeks after the registration is confirmed unsuccessful.
2. For special requests involving our additional work (e.g. vetting of eligibility for password application), special handling fee will be levied and billed separately.
3. We reserve the right to impose such fees and/or charges as we deem fit and to amend the Fee Schedule from time to time by giving fourteen (14) days' notice of such changes at its website www.hkdnr.hk.
4. We reserve the right in our sole and absolute discretion to charge different Fees for any Domain Names that HKIRC releases from the Reserve List, or decides to auction, in accordance with the [HKIRC Registration Policies, Procedures and Guidelines](#).

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Schedule Two:
The Volume Discount Scheme on All Categories of Domain Name for both
Organisational and Individual Domain Name Types

- A. Volume Discount Rates Table for both Organizational and Individual Domain Names

Quarterly Registration Volume (per Chinese- English Bundle / unbundled English Domain Name / unbundled Chinese Domain Name)	Discount Rate
≥ 100	15%

Remarks:

- The calculation of volume discount shall be on a quarterly basis. If your date of joining the New Program v.3.5 (or the latest version) is not aligned with the starting date of that quarter, calculation of the volume discount for the first quarter shall be from the date of joining the Program till end of the quarter concerned. Likewise, similar arrangement shall be applied when the partnership is terminated, ie calculation of volume discount for the last quarter shall be from the starting date of the quarter concerned till the date of terminating the partnership.*
- Counting of any Domain Name application shall be by its activation date.*
- HKDNR reserves the rights to make changes to the scheme anytime with 14 days prior notice.*

- The term ‘Chinese-English Bundle’ applies to Domain Name Bundle, as well as single paying .香港 Chinese Domain Name or English Domain Name.
- This scheme applies to all successful new registrations of Domain Name sent to us via API or Service Partner Administrative System II (SPAS II).