HKDNR SERVICE PARTNER PROGRAM VERSION 2.0

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

"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 <u>Interpretation</u>

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, we shall not be liable, either to return all or any part of any Fees paid to us or otherwise, in the event that information provided to us by you or your customer in respect of any application proves incomplete or inaccurate or if any application lodged by you is incorrect in any respect. We shall, however, not charge the Fees paid to us for all system rejected applications.

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 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 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. <u>Legal Relationship</u>

- 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 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;

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

11. <u>Limitation of Liability</u>

- 11.1 HKDNR disclaims any and all loss or liability resulting from, 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 expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. 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. 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 30 days' prior written notice to you. Otherwise, no amendment to this Agreement will be effective unless in writing and executed by us.

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.

For and on behalf of Company Name		For and on behalf of Hong Kong Domain Name Registration Company Limited	
	Company chop		Company chop
Signature :		Signature :	
Name :		Name :	
Title :		Title :	
Date ·		Date ·	

Service Partner Program Procedures

HKDNR is pleased to offer its new Service Partner Program v.2.0 to:

- promote closer business relationship with its Service Partners; and
- increase the numbers of ".hk" 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 domain names each year.
- You should deposit with HKDNR an Administrative Fee of HK\$1,000. This Administrative Fee will be forfeited if the accumulated number of domain names registered through you within twelve months is less than 100.
- Review Service Partner Program Agreement Version 2.0 and Program Procedures on www.hkdnr.net.hk:
- Download and fill in the Application Form in Excel format from www.hkdnr.net.hk, and submit us the completed Application Form by email to svcp@hkdnr.net.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 Administrative Deposit of HK\$1,000 and the deposit of the credit line service (which shall be minimum at HK3,000 or 30% of the total credit limit as proposed in Section D of the Application Form);
- 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 from us the following elements to setup your Service Partner Account once your application is confirmed: (1) Service Partner Account Number, (2) Contact Handle Code and Host Handle Code, (3) Template for the latest version of the Email Processing System and (4) Public and Private Keys;

- 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 v.2.0 Terms and Conditions 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, email address, phone number, fax number, your business nature, provision of DDNS service, marketing contacts and current ".hk" domain name registrations under your company's name.

Information about CONTACT HANDLES – These refer to contacts which are commonly used as administrative, billing and technical contacts in your company for your clients. We ask for details for each contact, such as contact's name, organization, mailing address, email address, phone number, and fax number. We will generate special codes for these contacts for you to use, facilitating referencing, and updating to these contacts' information.

Information about your HOST HANDLES – These refer to the servers you use to provide DNS service to your clients. We ask for the hostname and IP address of each server. Again, we will generate special codes for these servers, facilitating your future referencing and updating to these servers.

Credit Line Payment – A refundable deposit, set at a minimum of HK\$3,000 or 30% (whichever is higher) of desired credit line, must be lodged with HKDNR to enjoy a credit term of 30 days. We will issue two statements every month. The first statement covering registration fees incurred for the period from the 1st to the 15th will be issued on the 20th of that month. The amount shall be due on the 15th of the following month. A second statement covering the period from the 16th to the end of the month will be issued on the 5th of the following month and the amount shall be due on the last date of the same month of the statement. In the event that the amount outstanding exceeds your credit line, HKDNR will immediately issue a statement requesting settlement to be made within seven (7) days from the date of the statement. If the amount is not settled on the due date, HKDNR reserves the right to deactivate those applications without credit support.

APPLICATION FOR NEW DOMAIN NAME

- Service Partner should email us the completed new domain name application template. Handle information must match that of the Service Partner Application Form.
- HKDNR will send emails to:

- The administrative contact specified in the domain name application template 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; email to the former two if the BR is not received.
- Upon receipt of the BR 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

- Service Partner should email us the completed domain name modification template. Handle information must match that of the Service Partner Application Form.
- 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 in 48 to 72 hours if no objection is received within 48 hours.
- 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).

- Service Partner should email us the completed domain name renewal template.
- 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

- Service Partner should email us the completed domain name transfer template.
- Relevant supporting document 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).
- 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 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 NAME DELETION

- The request for domain name deletion can only be raised by the current administrative contact of the domain name. The current administrative contact should complete the online procedures for domain name deletion on our website at www.hkdnr.net.hk.
- 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 (see Clause no.15.2 of Rules).

Service Partner Program Procedures

Schedule One: The Fee Schedule of ".hk" Domain Names

Contract Period	Per .com.hk /.org.hk / .net.hk / .gov.hk / .edu.hk domain name	Per .idv.hk domain name	Per .hk domain name
Annual Fee (HK\$): - for 1-year contract - for 2-year contract - for 3-year contract - for 5-year contract	\$200 \$400 \$500 \$800	\$150 \$280 \$380 \$550	\$250 \$500 \$625 \$1,000
Types of Application	Per Application (HK\$)	Per Application (HK\$)	Per Application (HK\$)
* Registration of New Domain Name / * Renewal of Existing Domain Name	Based on the Contract Period selected	Based on the Contract Period selected	Based on the Contract Period selected
# Transfer of Domain Name	\$500 + Annual Fee	\$500 + Annual Fee	\$500 + Annual Fee
* Modification of Name Server	\$200 (For domain names registered under Old Contract)	\$0	\$0
* Late Charges	\$200 (Within 14 days after domain name's suspension)	\$100 (Within 14 days after domain name's suspension)	\$200 (Within 14 days after domain name's suspension)
Other Special Services	Upon request	Upon request	Upon request

Remarks:

- * For all unsuccessful new domain name applications, the first \$150 (for .idv.hk), \$200 (for .com.hk, .org.hk, .net.hk, .gov.hk and .edu.hk) and \$250 (for Second-Level .hk) of the application fee is non-refundable.
- # For all unsuccessful applications, the first \$500 of the application fee is non-refundable.
- HKDNR may amend the above fee schedules from time to time and that, upon thirty (30) calendar days' posting on the HKDNR website, the fee schedule shall be so amended in the manner as indicated and that such amendments are binding upon the Service Partner.

Service Partner Program Procedures

Schedule Two: The Volume Discount Scheme for 3rd Level ".hk" Domain Name

A. Volume Discount Rates Table for Organizational Domain Names (including ".com.hk", ".org.hk", ".net.hk", ".edu.hk")

Quarterly Registration Volume	Discount Rate (without DDNS)	Discount Rate (with DDNS)
≥ 50	1.0%	1.5%
≥ 250	3.0%	4.5%
≥ 500	5.0%	7.5%

B. Volume Discount Rates Table for Individual Domain Names (.idv.hk)

Quarterly Registration Volume	Discount Rate (without DDNS)	Discount Rate (with DDNS)
≥ 50	2.0%	3.0%
≥ 250	5.0%	7.5%
≥ 500	8.0%	12%

Remarks:

- The first-year annual fee per organizational domain name is HK\$200.
- The first-year annual fee per individual domain name is HK\$150.
- The Volume Discount Scheme shall not apply to all new individual domain name applications submitted during the 3-month IDV promotional scheme from 1-July-03 to 30-Sept-03.
- The calculation of volume discount shall be on a quarterly basis, namely from January to March, April to June, July to September, and from October to December. If your date of joining the New Program v.2.0 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.
- HKDNR reserves the rights to make changes to the scheme anytime with 14 days prior notice.

Service Partner Program Procedures

Schedule Three: The Volume Discount Scheme on 2nd Level '.hk' Domain Name

• This scheme applies to all successful new 2LD registrations sent to us via EPS 5.0 or Service Partner Administrative System (SPAS).

Quarterly Registration Volume	Discount Rate
1 – 500	20%
501 – 1,000	30%
≥ 1,001	40%

Remarks:

- The first-year annual fee per domain name is HK\$250.
- The above Volume Discount Scheme will be effective from the launch of the Sunrise Period on 17-May-04 until further notice.
- The calculation of volume discount shall be on a quarterly basis, namely from January to March, April to June, July to September, and from October to December. If your date of joining the New Program v.2.0 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, i.e. 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.

(Last Schedule Update: 21 December, 2004)