## Terms and Conditions of IRNIC Reseller Agreement for Foreign Resellers of .IR Domains

- 1. For the purpose of this document, a **foreign reseller** is a reseller of .ir domains to customers with addresses outside the territory of the Islamic Republic of Iran.
- 2. Purchases of domain names, renewals and domain-transfer service from **IRNIC**, the ccTLD Registry of Iran, are priced in terms of **units** as follows:

Second-level domain (directly under .ir) for one year: 2 units Second-level domain (directly under .ir) for five years: 6 units Third-level domain (e.g., under .co.ir) for one year: 1.5 units Third-level domain (e.g., under .co.ir) for five years: 4.5 units Domain transfer charge: 1 unit.

- 3. As of 21 May 2008, each unit is priced at €10. Prices are subject to change with a one-month notice.
- 4. A **bulk pre-purchase** by a foreign reseller means an initial non-refundable deposit by the foreign reseller with IRNIC of at least € 937.5 for the purpose of purchases described in (2) during a one-year interval. The reseller is then entitled to a discount of at least 25% on purchases. Thus the minimum initial deposit of €937.5 described above will buy 125 units normally priced at € 10 ×125=1250.
- 5. The reseller can increase its deposit by any amount during the year of **Agreement**, and as a result, its discount rate for all purchases during the year will be dynamically upgraded according to a formula to be described. If T is the total deposit made by the reseller up until any time during the year of **Agreement** and p is the price of one unit as described in (3), then the reseller is entitled to the purchase of u units as obtained from the formula:

$$T = p \times (u - u^{4/3})$$

provided T is at least equal to the minimum deposit described in (4) and no larger

than  $\notin$  8437.5. For deposits beyond these figures see the Table in the Annex. Sample calculations of u and corresponding discounts are also displayed in the Table. Thus for a deposit of  $\notin$ 7812, 2294 units, representing a discount of more than 66%, can be purchased. A maximum discount of 75% is applicable to purchases of  $\notin$  8437.5 and beyond.

- 6. At the annual termination of the **Agreement**, the total actual purchase will be calculated from the formula in (5) or the table in the Annex on the basis of actual units purchased, provided total purchased units exceed 125. Any unused deposit, beyond the initial non-refundable deposit, will be returned or credited to the reseller.
- 7. The name of every foreign reseller will appear in a List of Foreign Resellers in the website of IRNIC, <u>www.nic.ir</u>, and a link will be provided to the website of the reseller.
- 8. Every reseller will be provided with a panel in which the transactions of the reseller and the renewal dates of its domains are displayed. The reseller will be able to initiate renewals through this panel.
- 9. Registration of a new domain take place through the IRNIC site at . Second-level domains are generally activated within 24 hours, most often in less than 12 hours, and in no case over 72 hours. If a domain is unacceptable for registration under IRNIC Domain Rules ( see <a href="http://www.nic.ir/Terms\_and\_Conditions\_ir?lang=en#Definitions">http://www.nic.ir/Terms\_and\_Conditions\_ir?lang=en#Definitions</a> ). the domain will be rejected and the reseller duly informed. Registration of third-level domains generally requires submission of additional documents such as copy of company registration (see <a href="http://www.nic.ir/Terms\_and\_Conditions\_ir">http://www.nic.ir/Terms\_and\_Conditions\_ir</a>, Appendix 1\_Domain Rules?lang= <a href="http://www.nic.ir/Terms\_and\_Conditions\_ir">en#Rules for Second-Level\_Domains</a> ).

After appropriate documents are received, the same activation interval as for second-level domains applies.

- Rules and regulations relating to modification and transfer of a domain are covered in section G of Domain Rules (see <a href="http://www.nic.ir/Terms\_and\_Conditions\_ir">http://www.nic.ir/Terms\_and\_Conditions\_ir</a>, Appendix 1 Domain Rules?lang= <a href="http://www.nic.ir">en )</a>
- 11. The reseller must make every effort to observe the registration format, provide accurate data on the legal holder of the domain, and to update the information as necessary.

- 12. The Registration **Agreement** is between the registrant(legal holder of the domain) and IRNIC
- 13. It is the responsibility of the reseller to inform fully the legal holder of a domain about the **Registration Agreement** that will go into effect between IRNIC and the legal holder of a domain once the domain is registered. This includes Domain Rules, WHOIS Policy, Dispute Resolution Policy and all other items subsumed under 1.6 Registration Agreement in Terms and Conditions ( see <a href="http://www.nic.ir/Terms\_and\_Conditions\_ir?lang=en#Definitions">http://www.nic.ir/Terms\_and\_Conditions\_ir?lang=en#Definitions</a>).
- 14. It is the responsibility of the reseller to inform the legal holder of its rights and responsibilities as they pertain to the registration of a domain under *ir*. IRNIC will not accept any responsibility in this matter, nor will IRNIC involve itself in any dispute between the reseller and the domain holder.
- 15. Noting Section A of Domain Rules, it is the responsibility of the reseller to inform the legal holder that the use of the domain should not in any be in conflict with the laws, practices and interests of the Islamic Republic of Iran. Should IRNIC be ordered by the courts in the Islamic Republic of Iran to suspend or remove a domain on account of contrary practice, IRNIC will not be held in indemnity to the reseller or the legal holder, nor will IRNIC refund any portion of the domain registration fee.
- 16. IRNIC will use its best judgment in rejecting the registration of domain names that suggest conflict with the laws, practices and interests of the Islamic Republic of Iran, but IRNIC will not be held responsible for any such occurrence or the content of any site registered under *.ir*.
- 17. The reseller is responsible for keeping its contact information up-to-date. IRNIC will not be held responsible for the failure of the reseller to receive any notices due to its negligence in updating such information.
- 18. The reseller cannot transfer or subcontract this **Agreement** to another party without the written prior approval of IRNIC.
- 19. This **Agreement** may be assigned by IRNIC provided the rights and privileges of the reseller under this **Agreement** are not in any way prejudiced.

- 20. Either party may terminate this **Agreement** with a 30-day notice. The following conditions will then apply to refunds:
  - If the reseller has purchased less than 125 units at the time of termination, the purchases will be priced at the regular non-discount rate applicable at the time of each purchase and any remaining deposit will be refunded to the reseller less bank transfer charges incurred by IRNIC.
  - If the reseller has purchased at least 125 units at the time of termination, appropriate discount as described in Article 5 of this **Agreement** will be applied and any remaining deposit will be refunded to the reseller less bank transfer charges incurred by IRNIC.
- 21. This **Agreement** is ruled and implemented under the laws of the Islamic Republic of Iran. Any dispute between IRNIC and the reseller will be submitted for arbitration to ICC in Paris, France.

| ANNEX                 |
|-----------------------|
| <b>Discount Table</b> |

| Units | Regular Price(Euro) | Discount % | Deposit Euro |
|-------|---------------------|------------|--------------|
| 125   | 1250                | 25         | 937.5        |
| 149   | 1788                | 26         | 1093.75      |
| 173   | 1730                | 28         | 1250         |
| 199   | 1789                | 29         | 1406.25      |
| 224   | 2240                | 30         | 1562.5       |
| 251   | 1790                | 32         | 1718.75      |
| 278   | 2780                | 33         | 1875         |
| 306   | 1791                | 34         | 2031.25      |
| 335   | 3350                | 35         | 2187.5       |
| 365   | 1792                | 36         | 2343.75      |
| 395   | 3950                | 37         | 2500         |
| 426   | 1793                | 38         | 2656.25      |
| 458   | 4580                | 39         | 2812.5       |

| 490  | 1794  | 39 | 2968.75 |
|------|-------|----|---------|
| 523  | 5230  | 40 | 3125    |
| 558  | 1795  | 41 | 3281.25 |
| 593  | 5930  | 42 | 3437.5  |
| 629  | 1796  | 43 | 3593.75 |
| 666  | 6660  | 44 | 3750    |
| 703  | 1797  | 44 | 3906.25 |
| 742  | 7420  | 45 | 4062.5  |
| 782  | 1798  | 46 | 4218.75 |
| 823  | 8230  | 47 | 4375    |
| 866  | 1799  | 48 | 4531.25 |
| 909  | 9090  | 48 | 4687.5  |
| 954  | 1800  | 49 | 4843.75 |
| 1000 | 10000 | 50 | 5000    |
| 1048 | 1801  | 51 | 5156.25 |
| 1097 | 10970 | 52 | 5312.5  |
| 1148 | 1802  | 52 | 5468.75 |
| 1200 | 12000 | 53 | 5625    |
| 1255 | 1803  | 54 | 5781.25 |
| 1312 | 13120 | 55 | 5937.5  |
| 1371 | 1804  | 56 | 6093.75 |
| 1432 | 14320 | 56 | 6250    |
| 1496 | 1805  | 57 | 6406.25 |
| 1564 | 15640 | 58 | 6562.5  |
| 1635 | 1806  | 59 | 6718.75 |
| 1710 | 17100 | 60 | 6875    |
| 1789 | 1807  | 61 | 7031.25 |
| 1874 | 18740 | 62 | 7187.5  |
| 1965 | 1808  | 63 | 7343.75 |

| 2064 | 20640 | 64 | 7500    |
|------|-------|----|---------|
| 2172 | 1809  | 65 | 7656.25 |
| 2294 | 22940 | 66 | 7812.5  |
| 2434 | 1810  | 67 | 7968.75 |
| 2601 | 26010 | 69 | 8125    |
| 2823 | 1811  | 71 | 8281.25 |
| 3375 | 33750 | 75 | 8437.5  |
|      |       |    |         |

Each unit beyond €8437.5 is €2.5