

Registration Fee Policy

14 September 2017

Contact

Name	Hiwa Afandi
Title	Head of Department Department of Information Technology Kurdistan Regional Government
Address	Council of Ministers, Menarah Street Erbil, Kurdistan Region, Iraq
Number	
Email	Hiwa.Afandi@gov.krd

Classification

Public

Contents

1	Definitions	1
2	About this document.....	3
3	Purpose	4
4	Policy statement	5
4.1	Introduction to the Launch Program.....	5
4.2	Making domain names Eligible for Allocation.....	5
4.3	Our policy and your representations and warranties	5
4.4	Operation of the Sunrise Period	5
4.5	Operation of the Limited Registration Period.....	5
4.6	Operation of the Claims Period.....	5
5	Definition and review	7

1 Definitions

In this policy:

Allocation means the method by which a domain name is created and assigned to an **Applicant**, **Allocated** shall have a corresponding meaning.

Applicant means a natural person, company or organisation in whose name an Application is submitted.

Application means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

Claims Notice means a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

Claims Period means any period during which the Claims Services are provided.

Claims Services means the services that collectively provide:

- Applicants with a Claims Notice, and
- Trademark Holders with a corresponding Trademark Record with notice that a Label that is a Trademark Match to the Trademark Record.

Eligible for Allocation means a domain name that we assign, designate or otherwise earmark to an Applicant.

General Availability means the point in time following which requests to register a domain name may be received from any eligible party on a first come, first served basis.

ICANN means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

Label means a string of characters used to form part of a domain name. The elements of a domain name and their composition are more fully described in our Registration Policy.

Launch Program means the Sunrise Period and Claims Period described in this document but does not include General Availability.

Registrant means a natural person, company or organisation in whose name a domain name is Allocated in the TLD.

Registrar means an entity that is authorised to offer domain name registrar services in relation to the TLD.

Registry means the systems used to record, store and maintain details of domain names in the TLD.

Services means the services that we provide in relation to the TLD.

SMD File means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.

Sunrise Eligibility Requirements means the requirements outlined in this policy that an Applicant must meet to participate in the Sunrise Period.

Sunrise Period means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to General Availability, specified at <http://trademark-clearinghouse.com/sunrise>.

Sunrise-Eligible Rights Holders means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in this policy.

TLD means Top Level Domain and for the purpose of this policy **the TLD** means .krd

TMCH Sunrise and Claims Operator means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

Trademark Clearinghouse Guidelines means the guidelines which can be found at the following link www.trademark-clearinghouse.com (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.

Trademark Clearinghouse or **TMCH** means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders.

Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

Trademark Match means that a Label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

Trademark Record means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

Validated Mark means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.

We, us and **our** means the Department of Information Technology of the Kurdistan Regional Government, or our designated representatives.

You and **your** means the person or entity accessing the Service.

2 About this document

This document describes our Registration Fee Policy.

Document Identifier: KRD – Registration Fee Policy – 1.2

Publication Date: 19 August 2015.

Status: CURRENT

3 Purpose

The purpose of this policy is to describe our Registration Fees for the TLD.

This document defines the applicable Registration and Renewal Fees by describing, amongst other things:

- Fees at all levels of registration during Sunrise;
- Fees at all levels of registration during the Limited Registration Period;
- Fees at all levels of registration during General Availability / First Come - First Served;

This policy applies to:

- Registrars.

-

We have developed this policy with reference to applicable industry standards, ICANN mandated requirements, and to meet our operational requirements for the TLD. Further policy and procedure in relation to the TLD can be found at the following link: <http://nic.krd>.

4 Policy statement

4.1 Registration Fee Policy

This Registration Fee Policy covers the fees applicable to domain name registrations, as may be amended from time to time, pursuant to Article 5.1(b) of the Registry-Registrar Agreement.

The below Pricings are applicable to all Registrations under .krd at all levels of Registration.

4.1.1 Initial Term Domain-Name Sunrise Fees

The Registrar agrees to pay a non-refundable USD 500.00 Application Fee for each Sunrise Application. This fee is payable upon Application and is non-refundable in case of unsuccessful Registration as a result of contention.

The Registrar agrees to pay the highest of USD 50.00 or the indicated Premium Price for one (1) year of Registration. This fee is payable upon Registration and is not applicable in case of unsuccessful Registration.

Multiple years of Registration during Sunrise are not available, but the Registrar may Renew the Domain Name for up to 10 Years of Registration in total at any point after Sunrise.

4.1.2 Initial Term Domain-Name Limited Registration Period (LRP) Fees

The Registrar agrees to pay the highest of USD 50.00 or the indicated Premium Price per year of Registration. This fee is payable upon Registration and is not applicable in case of unsuccessful Registration.

4.1.3 Domain-Name General Availability Registration Fee

The Registrar agrees to pay the highest of USD 25.00 or the indicated Premium Price per year of Registration. This fee is payable upon Registration.

4.1.4 Premium Domain Name initial Registration Fee

The Registrar agrees to pay Premium Pricing Fees where applicable.

All Premium Domain Names are advertised as such by the Registry which publishes a daily list of Premium Names and their Price. The Registry also publishes these Premium Prices via EPP (EPP_Price_Check). The Registrar will be asked to acknowledged the Premium nature of the Domain Name Pricing during the EPP_Create process.

Premium Pricing may be different for Registrations and Renewal, and for each period of Registrations or Renewal. The Registrar will ensure it has gathered all the relevant pricing elements

to calculate its price to the Registrant. The Registry may not be held accountable for a Registrar underestimating the Registry's wholesales pricing.

4.1.5 Domain-Name Renewal Fee

The Registrar agrees to pay the highest of USD 25.00 or the indicated Premium Price per year of Renewal. This fee is payable upon Renewal.

As per the standard gTLD ICANN Life-Cycle the Registry Auto-Renews Expired Domain Names. Any Domain Name not Deleted within forty-five (45) days after Expiry will be considered as Renewed for a single (1) year and the Registrar will be charged the highest of USD 25.00 or the indicated Premium Price for a single (1) year Renewal.

4.1.6 Domain Name Transfer

The Registrar agrees to pay the Domain Name Renewal Fee per domain name that is transferred to Registrar from another ICANN-Accredited Registrar. The Domain Name Renewal Fee also applies if no renewal can be processed due the maximum registration term limit of ten (10) years.

4.1.7 EPP Update to Restore a Name

Registrar agrees to pay USD 100.00 per use of the EPP Update command to restore a domain name.

4.1.8 Promotional Programs and Rebate Programs

Registry may from time to time offer Promotional Programs and Rebate Programs. Participation in such programs is open to all Registrars provided they meet the eligibility requirements of the promotional programs and rebate programs.

Promotional Programs and Rebate Programs do not alter the nominal value of a Domain Name Registration or Renewal (Standard or Premium), but offers the possibility to refund part of the related invoices. During a given Promotional Program or Rebate Program the Registry will continue applying its normal pricing.

4.1.9 Fee Increase

Registry reserves the right to adjust the Fees set forth in this Registration Fee Policy in accordance with section 5.1(b) of the Agreement.

4.1.10 Payment

Registrar agrees to pay all fees and invoices in USD.

5 Definition and review

This document has been prepared and published to represent our policy regarding the administrative and technical management of the TLD.

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

