

REGISTRAR AGREEMENT: MEANING OF "RESELLER"

1. BACKGROUND

1.1 This document clarifies the way in which auDA interprets the meaning of "Reseller" in the Registrar Agreement.

1.2 Clause 1 of the Registrar Agreement defines a reseller to mean:

“a person appointed by the Registrar to sell domain name services and provide customer services to Registrants on behalf of the Registrar.”

2. auDA INTERPRETATION OF "RESELLER"

2.1 auDA will regard a registrar to have appointed a person as a reseller under the terms of the Registrar Agreement if any of the following applies:

- a) the registrar regularly accepts applications for domain names from that person, when it is apparent that that person is not itself the registrant for those domain names; or
- b) that person submits more than 10 applications for domain names to the registrar on behalf of other registrants during any 30 day period, for two or more consecutive periods; or
- c) it is reasonable for the registrar to conclude, in all the circumstances and having regard to the businesses conducted between the registrar and that person, that that person is a reseller of domain names services and not simply a registrant or an agent for a particular registrant,

whether or not the registrar makes a formal appointment of that person as a reseller.

2.2 If a registrar appoints a reseller (known as a "First Tier Reseller") who has appointed, or proposes to appoint, its own resellers (who may, in turn, have its own resellers) (known as "Subsequent Tier Resellers") to sell domain name services or provide customer services to registrants, then subject to paragraph 2.4 below, for the purposes of the Registrar Agreement, auDA will regard both the First Tier Reseller and all Subsequent Tier Resellers to be resellers of the registrar within the meaning of the Registrar Agreement.

2.3 Subject to paragraph 2.4 below, registrars are required to treat those persons referred to in paragraph 2.1 and 2.2 above as resellers under the terms of the Registrar Agreement, and to comply with the registrar's obligations in respect of those resellers as set out in the Registrar Agreement.

2.4 auDA will not require the payment of the Reseller Fee or the Reseller Notification Fee under the Registrar Agreement in respect of any Subsequent Tier Resellers of a particular First Tier Reseller, except where that First Tier Reseller is a related entity (within the meaning of the *Corporations Act 2001*) to the registrar, in which case the relevant fee in respect of all the Subsequent Tier Resellers of that First Tier Reseller will be payable to auDA under the Registrar Agreement.