

**Hong Kong Domain Name Registration Company Limited**  
**Domain Name Registration Agreement for .hk and 香港 Domain Names**  
**Version 6.3**  
**Effective 1 December 2015**

Applicants applying for .hk and .香港 domain names through the Hong Kong Domain Name Registration Company Limited must enter into this Agreement with the Hong Kong Domain Name Registration Company Limited. The Hong Kong Domain Name Registration Company Limited is one of the HKIRC-Accredited Registrars and provides registration services for all domain categories under .hk and .香港 country code top level domain.

**1. DEFINITIONS** In this Agreement:

**"Activation Date"** for a Domain Name means the date on which we notify you we have approved the Domain Name registration.

**"Agent"** means a registration service provider or other agent who is registered with and authorized by us.

**"Bundled Domain Names"** has the meaning given in clause 4.

**"Business Days"** means normal working days in Hong Kong, excluding weekends and bank and public holidays and days during which a black rainstorm and Typhoon signal number 8 or above is hoisted.

**"Cancel"** or **"Cancellation"** means the deletion of a Domain Name from our register of Domain Names.

**"Chinese Characters"** means, in respect of a Chinese character, the traditional or simplified form of such Chinese character or any other variant to that Chinese character as set out in the Chinese Character Variant Table.

**"Chinese Characters Variant Table"** means the table used by us listing those Chinese characters that can be written in more than one traditional form and/or more than one simplified form.

**"Chinese Domain Name"** means a domain name which (i) ends with ".hk" or ".香港"; (ii) in the case of .hk domain names, contains at least one or more Chinese Characters, (iii) may contain one or more uppercase or lowercase English letters, numbers and/or hyphens; (iv) is not more than 15 Chinese Characters, letters or numbers in total length excluding the ".hk" or ".香港" extension; (v) begins and end with a Chinese Character, a letter or a number; and (vi) does not contain hyphens in the third and fourth character positions.

**"Dispute Resolution Procedures"** means the [HKIRC Domain Name Dispute Resolution Policy](#) including its [Rules of Procedure](#) and any subsequent versions, amendments and supplements.

**"Domain Name"** means a domain name under the .hk or .香港 country code top level domains, and includes Chinese Domain Names and English Domain Names, or either as the context may require.

**"English Domain Name"** means a domain name under the .hk country code top level domain name which contains no Chinese Characters.

**"Equivalent Domain Name Categories"** means domain name categories appearing on the same row in the below table. Domain name categories on the same row are equivalent to each other,

Domain name categories for .hk English Domain	Domain name categories for .hk Chinese Domain Names	Domain name categories for .香港 Chinese
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Names		Domain Names
.com.hk	.公司.hk	.公司.香港
.org.hk	.組織.hk	.組織.香港
.net.hk	.網絡.hk	.網絡.香港
.edu.hk	.教育.hk	.教育.香港
.gov.hk	.政府.hk	.政府.香港
.idv.hk	.個人.hk	.個人.香港
.hk	.hk	.香港

"HKDNR" means the Hong Kong Domain Name Registration Company Limited.

"HKIRC" means the Hong Kong Internet Registration Corporation Limited.

"HKNIC" means Hong Kong Network Information Centre, the previous administrator of .hk Domain Names.

"HKSAR" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Paired Domain Name" has the meaning given in clause 5.2 of the Registration Policies.

"[Pre Launch Priority Registration Period Rules](#)" means the rules which, together with this Agreement and the Registration Policies, govern the registration of Chinese Domain Names under the .香港 country code top level domain during the Pre Launch Priority Registration Period.

"Registration Policies" means the [Registration Policies, Procedures and Guidelines](#) issued and amended by HKIRC from time to time.

"Second Level Domain Name" means a Domain Name consisting of two levels (for example, name.hk or 名字.香港).

"Third Level Domain Name" means a Domain Name consisting of three levels (for example, name.com.hk or 名字.公司.香港) under the existing second level domains or any other second level domains that may be introduced from time to time.

"We" or "us" means HKDNR.

"You" means an applicant who has applied to us, directly or through an Agent appointed by us (a list of Agents appointed by us is available on [www.hkdnr.hk](http://www.hkdnr.hk)), for the registration of a new Domain Name, or a current holder of a Domain Name.

## 2. REGISTRATION OF DOMAIN NAMES WITH US

### 2.1 Registration Agreement

This Agreement is between you and us. By applying for the registration of a new Domain Name, either directly or through an Agent, you agree to be bound by the terms and conditions of this Agreement.

### 2.2 The Registration Policies and Dispute Resolution Policy

The [Registration Policies](#) and the [Dispute Resolution Policy](#) form part of this Agreement.

### **3. APPLICATION FOR A DOMAIN NAME**

#### **3.1 Eligibility for a Domain Name**

There are different eligibility requirements for each type of Domain Name. The eligibility requirements are set out in clause 3 of the Registration Policies.

#### **3.2 Application by a Minor**

If you are a Minor (as defined in the Registration Policies), you may only apply for a Domain Name if your application is jointly executed by your parent or guardian. By jointly executing your application, your parent or guardian:

(a) guarantees the full and timely performance by you of your obligations, duties and warranties owed to us pursuant to this Agreement; and

(b) indemnifies us as primary obligor in accordance with clause 19 of this Agreement for any loss or liability arising from your breach or non-performance of any obligations you owe to us.

#### **3.3 Documentary proof**

The Registration Policies set out the documentary proof that you are required to provide to us to establish that you meet the eligibility requirements for the type of Domain Name for which you are applying. We may require you to submit documentary proof to verify any information contained in your application or which we may otherwise require to be provided to us from time to time, even after the registration of your Domain Name. We will determine if the documentary proof you provide is adequate in relation to each application.

You may submit copies of the documents that accompany your application, including but not limited to documentary proofs for eligibility requirements, to us by fax, post or electronic means. If you send documents to us electronically, we will only accept documents in .pdf, .gif or .jpg format.

#### **3.4 Failure to provide documentary proof**

If you fail to provide the documentary proof required by the Registration Policies within a reasonable time of making the request, we reserve the right to refuse your application for registration, or cancel your registration, of a Domain Name. However, we may also, in our sole discretion, accept applications that are not accompanied by the requisite documentary proof.

#### **3.5 Registration of more than one Domain Name**

You may register more than one Domain Name with us provided such registrations do not contravene any of the terms of this Agreement.

#### **3.6 Representations and warranties by you**

By making an application for a Domain Name, you represent and warrant to us that:

(a) to the best of your knowledge and belief, the Domain Name you are applying for will not infringe or otherwise violate the legal rights of any third party;

(b) you intend to use the Domain Name;

(c) your use of the Domain Name shall be bona fide for your own benefit and shall be for lawful purposes;

(d) you will not knowingly use the Domain Name in violation of any applicable laws and regulations;

(e) all information you or your Agent provides to us, including further additions or alterations to such information, is true, complete and accurate; and

(f) in the event that you receive notification of any claim, action or demand arising out of or related to the registration or use of the Domain Name, you will immediately send us a written notice notifying us of such claim, action or demand.

We rely on all representations made and warranties given by you in determining if your application for a Domain Name should be approved.

### **3.7 Submission of online application form**

To apply to register a Domain Name you must fill in and submit the online application form.

### **3.8 Election of contract period**

When you apply to register, transfer or unbundle a Domain Name and at each renewal date you must elect a Contract Period. The initial Contract Period will commence on the Activation Date. Each subsequent Contract Period will commence on the day immediately following the end of the previous Contract Period provided that renewal fees have been paid on time.

## **4. BUNDLING OF DOMAIN NAMES**

### **4.1 Allocation of English Domain Names to holders of Chinese Domain Names**

If you are the registrant of a .香港 Chinese Domain Name (whether for an existing Domain Name registration or a new Domain Name application under this Agreement) which has not been bundled with an English Domain Name, you are entitled to register, free of charge, an English Domain Name in the Equivalent Domain Name Category, and having the same expiry date.

### **4.2 Allocation of Chinese Domain Names to holders of English Domain Names**

If you are the registrant of an English Domain Name (whether for an existing Domain Name registration, or a new Domain Name application under this Agreement) which has not been bundled with a .香港 Chinese Domain Name, you are entitled to register, free of charge, a Chinese Domain Name under the .香港 country code top level domain in the Equivalent Domain Name Category, and having the same expiry date.

### **4.3 Time for Applications under clauses 4.1 and 4.2**

If you are applying for either an English Domain Name in the Equivalent Domain Name Category under clause 4.1 or a Chinese Domain Name under the .香港 country code top level domain in the Equivalent Domain Name Category under clause 4.2, you may apply at any time prior to ninety (90) days before the expiry of your existing Domain Name.

### **4.4 Bundling of Allocated Domain Names**

Domain Names allocated under clauses 4.1 or 4.2 will, on allocation, be automatically bundled together with the Domain Name to which they relate.

### **4.5 Bundling of Existing Domain Names**

If you hold 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, you may apply at any time, via the HKDNR website, [www.hkdnr.hk](http://www.hkdnr.hk), to bundle these two Domain Names together (together with Domain Names referred to in clause 4.4, "Bundled Domain Names").

If two existing Domain Names are bundled together under this clause 4.5, 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.

#### **4.6 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 you wish to unbundle the Bundled Domain Names held by you, you may do so via our website, subject to payment of any Fees due in relation to the unbundled Domain Names in accordance with this Agreement. If you fail to pay the required Fees, we will cancel your unbundled Domain Name registration and the Domain Name will enter a black-out period. During the black-out period you may apply to reinstate your Domain Name, provided you pay us the relevant outstanding Fees. If you do not apply to reinstate your Domain Name registration during the black-out period the Domain Name will become available to the general public for registration.

#### **4.7 Registrar's discretion in accepting Bundled Domain Names**

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

### **5. ALLOCATION POLICY**

We allocate Domain Names in accordance with this Agreement and the Registration Policies.

### **6. APPROVAL OF APPLICATION FOR A DOMAIN NAME**

#### **6.1 Approval and Activation**

The day on which we notify you that your Domain Name application has been approved shall be the effective date of the registration of your Domain Name (the "**Activation Date**").

#### **6.2 Refusal to register a Domain Name**

We may in our sole discretion refuse to register any Domain Name selected by you, including, without limitation, as set out in the Registration Policies. We are not obliged to provide you with any reasons or grounds for such refusal but on your reasonable request and in our absolute discretion we may inform you of such reasons or grounds.

### **7. EFFECTS OF REGISTRATION**

#### **7.1 Right to use Domain Name**

Once we have approved your application for the registration of a Domain Name you shall have the right to use the Domain Name as your address on the Internet subject to your compliance with this Agreement and the Registration Policies.

#### **7.2 Registration does not constitute ownership**

Your registration of a Domain Name does not constitute and shall not be used by you as evidence of ownership of the Domain Name.

### **7.3 No responsibility for use of Domain Name**

We do not accept any responsibility for the use of any Domain Name on our register and in particular for any conflict with trademarks or service marks, whether registered, or unregistered in any jurisdiction.

### **7.4 No decision as to legality of Domain Name**

By registering a Domain Name we have not made any determination, nor are we capable of making any determination, with respect to the legality of the Domain Name registration or otherwise evaluating whether registration or use of the Domain Name may infringe any rights of a third party. As a consequence, you shall not use the fact that we have registered the Domain Name as a defence in any legal proceedings brought against you by any third party in connection with your registration or use of the Domain Name.

### **7.5 Publication of your personal data**

By applying for a Domain Name, you consent to us publishing your details, including but not limited to your name, the administrative contact's particulars (including name, address, telephone number, fax number, and email address), the dates relating to the registration of the Domain Name and results of any dispute resolution proceedings, if your application is approved. You acknowledge that this information (if it refers to individuals) is "personal data" for the purposes of Personal Data (Privacy) Ordinance (Cap.486) as amended from time to time. We shall be entitled to allow other organizations and members of the public to access such information for the purpose of obtaining information about the registration of your Domain Name or any other related purpose pursuant to our privacy policy and personal information collection statement.

## **8. USE OF AN AGENT**

### **8.1 Application through an Agent**

If you make an application for the registration of a Domain Name through an Agent, you agree that you shall nonetheless be bound as a principal by the terms and conditions of this Agreement.

### **8.2 Agent's actions are binding on you**

By acting on your behalf your Agent certifies that it:

- (a) is authorized to apply for our services on your behalf;
- (b) is authorized to bind you to the terms and conditions of this Agreement; and
- (c) has notified you of the terms and conditions of this Agreement.

### **8.3 Responsibility for Agent**

If you use an Agent for any applications for the registration, renewal, modification, transfer, bundling, unbundling or deletion of a Domain Name, you agree to be responsible for any errors made by the Agent, and your continued use of our services shall rectify any unauthorized acts of the Agent.

### **8.4 No refund of Fees due to error by Agent.**

We shall not refund any Fees paid by you or the Agent on your behalf for any reason, including, but not limited to, in the event that the Agent fails to comply with the terms and conditions of this Agreement or the Registration Policies, the Agent incorrectly provides information in the application process, or the Agent changes or otherwise modifies your Domain Name record incorrectly. For the avoidance of doubt, we are not bound by, or obliged to rely on any representations made by the Agent.

## **9. INFORMATION YOU PROVIDE TO US**

### **9.1 Form of applications**

All applications for the registration, renewal, modification, transfer, unbundling or deletion of a Domain Name shall be made in the form and manner we prescribe from time to time.

### **9.2 Provision of up-to-date information**

You agree to promptly inform us of any changes, amendments or corrections to any information you have provided to us within **thirty (30) calendar days** of the occurrence of such changes, amendments or corrections.

## **10. FEES**

### **10.1 Payment of Fees**

You agree to pay us the prescribed charges for registration, modification, transfer, renewal, unbundling or cancellation of your Domain Name registration or any of our other administrative services as set out below in clause 10.4 and as updated from time to time ("**Fees**"). We have the right to impose such Fees as we deem fit and to amend the Fees from time to time, provided that we give you **thirty (30) calendar days** notice of such Fee amendments by posting the Fee amendments on our website.

### **10.2 Service dependent on Fees being paid**

Our Domain Name registration services will only be rendered to you after you make due payment of all Fees. If you pay by cheque, Fees shall be deemed paid on clearance of the cheque. You must pay all Fees at the time you apply to us for the service to which the Fee relates, or as we otherwise notify you in writing.

### **10.3 Fees non-refundable**

Fees for successful applications are non-refundable. You shall contact us for refund of fees for unsuccessful applications.

We reserve the right in our sole discretion to charge different Fees for any Domain Names that HKIRC releases from the reserve List, or decides to auction, in accordance with the Registration Policies.

### **10.5 Fees payable by you if your Domain Name registration is governed by HKNIC Registration Agreement Version 1.x or 2.xx**

If your Domain Name registration is governed by HKNIC Registration Agreement Version 1.x or 2.xx and you opt to continue with your existing HKNIC contract, you will be required to pay the then current administration Fee for Domain Name modification if you modify your Domain Name registration details, which is the only existing service to which you are entitled.

### **10.6 Method of Payment**

You can pay the Fees by credit card or by any other means as prescribed by us from time to time. You may only pay by cheque if the cheque is drawn in Hong Kong dollars on a Hong Kong bank account.

### **10.7 Payment of Fees by an agent**

If you use an Agent for payment of Fees, we shall first seek payment from the Agent. If the Agent fails to pay the Fees for whatever reason, we shall have the right to recover the Fees from you.

## **11. RENEWAL OF DOMAIN NAME**

### **11.1 Renewal of Domain Names Registration**

At the end of each Contract Period, you must renew your Domain Name registration in accordance with the version of the Registration Agreement and the Registration Policies current at the date of renewal.

### **11.2 Election of Contract Period at Renewal**

When you renew your Domain Name registration you must elect a further Contract Period for your Domain Name registration.

### **11.3 Renewal fees**

Renewal is subject to a fee, in accordance with the version of the Registration Agreement and Registration Policies current at the date of renewal, which is due on the first day after the end of the Contract Period. We will send an email reminder to the Billing Contact (or the Administrative Contact if the Billing Contact does not exist) stating when payment of the renewal fee is due.

### **11.4 Failure to pay renewal fee**

If you fail to pay the renewal fee by the due date we will cancel your Domain Name registration and the Domain Name will enter a black-out period. During the black-out period you may apply to reinstate your Domain Name provided you pay us the renewal fee, the late charge, and any other outstanding fees. If you do not apply to reinstate your Domain Name registration during the black-out period the Domain Name will become available to the general public for registration.

### **11.5 Registrations on or before 31 May 2001 with HKNIC**

If you registered a Domain Name with HKNIC on or before 31 May 2001 you must re-register with us and agree to this Agreement in order to maintain your Domain Name registration. Your failure or refusal to re-register may render your Domain Name registration void.

### **11.6 Registrations prior to 1 June 2001 under HKNIC Registration Agreement Version 3.0**

If you registered a Domain Name under HKNIC Registration Agreement Version 3.0, your Domain Name registration will automatically be subject to and you must abide by this Agreement. If you refuse



to comply with this Agreement, you may choose either to cancel your Domain Name registration, or your Domain Name registration will be cancelled by us.

### **11.7 Registrations under HKNIC Registration Agreement Version 1.x or 2.xx**

If you registered a Domain Name under HKNIC Registration Agreement Version 1.x or 2.xx, you may inform us if you opt to instead be subject to this Agreement. If you do not so inform us, you shall be bound by the terms and conditions of the HKNIC Registration Agreement which you entered into and you shall not be entitled to any new services offered under this Agreement. For the avoidance of doubt, in the event that you apply for additional Domain Names under this Agreement, your existing as well as new registrations shall automatically be subject to this Agreement.

## **12. TRANSFER OF REGISTRATION OF DOMAIN NAMES**

### **12.1 Procedure for transferring a domain name**

You (in this clause referred to as "**Transferor**") may transfer the registration of your Domain Name to another party (the "**Transferee**") in accordance with the provisions set forth in clause 20 of the Registration Policies, provided:

- (a) the Transferor and the Transferee mutually consent to the transfer and jointly execute a Transfer Form;
- (b) the Transferee:
  - (i) complies with the eligibility requirements set out in Registration Policies for the Domain Name that is being transferred;
  - (ii) agrees to be bound by the terms and conditions of this Agreement; and
  - (iii) pays the prescribed Fees as set out in clause 10.4; and
- (c) the Transferor or the Transferee pays any Fees that are owing and due to us before the application for the transfer; and
- (d) the Domain Name registration is not being challenged by a third party or pending dispute resolution in accordance with the Dispute Resolution Procedure.

Once the transfer is completed, the Transferor's rights and obligations associated with the Domain Name registration shall be transferred to the Transferee.

### **12.2 Transfer on liquidation or winding-up of a company**

If you are put into liquidation or wound-up, your Domain Name registration may only be transferred by a properly appointed liquidator or receiver on provision of documentary proof satisfactory to us of their appointment. If your Domain Name registration is not transferred during the liquidation or the winding-up period, we will cancel your Domain Name registration on notification of the completion of the liquidation or winding-up.

### **12.3 Transfer on dissolution or striking off of a company**

If you are a company and are dissolved or struck off the Register of Companies in the HKSAR or country where the company is registered, we will cancel your Domain Name registration on notification of the dissolution or striking off.

### **12.4 Transfer on the death of an individual**

If you are an individual, on your death your Domain Name registration may only be transferred by a properly appointed executor of your estate on provision of documentary proof satisfactory to us of their appointment. If your Domain Name registration is not transferred during the probate period, we will cancel your Domain Name registration on notification of the completion of the probate.

## **12.5 Transfer of a Domain Name already on the Reserved List**

We shall have the right to disallow the transfer of any Domain Name if the Domain Name is, at the time of the proposed transfer, already reserved by HKIRC in accordance with clause 7 of the Registration Policies.

## **12.6 No other means of transfer**

You may only assign your rights and obligations by following the transfer procedure in this clause 12. Any other attempt by you to assign any of your rights under this Agreement or any attempt by your creditors to obtain an interest in your rights under this Agreement shall not be recognised by us and may render the Domain Name registration void at our sole discretion.

## **13. CANCELLATION OF DOMAIN NAMES**

### **13.1 Cancellation at your request**

You may only cancel your Domain Name registration by submitting an online cancellation form to us, except if you are using an Agent. We will accept an online cancellation form requesting cancellation of your Domain Name registration when the correct Account password for the Account containing that Domain Name is submitted with the online cancellation form. We will send an e-mail notification to the administrative contact and the technical contact on receipt of the online cancellation form. We will activate the cancellation of your Domain Name if we do not receive an objection within seven (7) calendar days from the date we notify the administrative contact and the technical contact.

### **13.2 Unauthorized Cancellations**

#### **13.2.1 Objections to unauthorized cancellations**

If during the notification period in clause 13.1 you claim that any cancellation request relating to the Domain Name was submitted without its authorization and you object to the cancellation, you must submit with your objection documentary proof satisfactory to us that you are the authorized Domain Name holder before we will disallow the cancellation.

#### **13.2.2 Approval of unauthorized modifications or cancellations**

If during the notification period in clause 13.1, you claim that any cancellation request relating to its Domain Name was submitted without your authorization but you decide to approve the cancellation, before we will allow the cancellation. You must:

- (a) submit with your claim documentary proof satisfactory to us that you are the authorized Domain Name holder; and
- (b) resubmit a cancellation request to us.

### **13.3 Cancellation by us**

We shall be entitled to cancel a Domain Name registration and to delete the Domain Name registration from our database:

- (a) on receiving a written request from you or your Agent in the prescribed form requesting cancellation of the Domain Name registration; or
- (b) if you do not pay us the requisite Fees or provide us with the requisite documentary proof for your Domain Name registration by the due dates; or
- (c) pursuant to clause 18.2 when an Arbitration Panel has rendered a decision that the Domain Name

registration be cancelled; or

(d) if you use or allow the Domain Name to be used, or you acquiesce to the Domain Name being used, in any manner or for any purpose which is illegal or which otherwise violates any law, Ordinance, rule, regulation, order or other legal instrument in force in HKSAR, or if we have reasonable grounds to believe that you have done or are doing so; or

(e) if we believe, on reasonable grounds, that allowing the registration of the Domain Name to continue exposes us to a real threat or risk (in the sense of not being trivial) that legal action will be taken against us, whether in HKSAR or in any other jurisdiction; or

(f) if we believe, on reasonable grounds, that allowing the registration of the Domain Name to continue is likely to damage or adversely affect our reputation and/or goodwill in HKSAR or elsewhere; or

(g) if we believe, on reasonable grounds, that allowing the registration of the Domain Name to continue is likely to put us in conflict with any statutory obligations or the terms of a HKSAR court order;

(h) if:

- i. you breach any of the terms of this Agreement ; or
- ii. your Domain Name registration is challenged by a third party who has applied to a Dispute Resolution Service Provider (as defined in the Dispute Resolution Policy) for resolution of the dispute and you refuse to submit to the arbitration proceedings in accordance with the Dispute Resolution Policy; or
- iii. in our determination, registration and use of your Domain Name contravenes any of the terms and conditions of this Agreement; or
- iv. in our determination, fraud was committed in the registration process for the Domain Name, any information provided by you to us is false or misleading, or any information which we consider material to our decision to register the Domain Name or to continue to provide you with Domain Name registration services has been concealed or omitted; or
- v. the name servers listed in your application are not fully set up, operational or connected to the Internet within **thirty (30) calendar days** of the Activation Date or the name servers persistently do not respond to any queries in relation to the Domain Name; or

(i) if we decide in our sole discretion that it is undesirable or unsuitable to maintain the registration of the Domain Name; or

(j) if you are an individual, on the completion of the probate period for your estate; or

(k) if you are a company or organization, on your dissolution or striking off from the Register of Companies in the HKSAR, or on the completion of your liquidation or winding-up period.

#### **13.4 Notice of cancellation of a Domain Name**

If any of the events stated in Clause 13.3(h) occur, we shall send you a written notice, describing the reason for the proposed cancellation of the Domain Name registration. You have seven (7) calendar days from the date we send you the notice to provide evidence satisfactory to us that the reason for cancellation no longer exists or is not justified. If the reason for cancellation is due to your alleged breach of this Agreement, you must provide evidence satisfactory to us to show that you have not breached this Agreement, or that such breach has been remedied.

#### **13.5 Effective date of cancellation of a Domain Name**

The cancellation of the Domain Name registration shall take effect:

(a) for cancellation under clause 13.3(a), seven (7) calendar days after we have received a written

request from you or your Agent in the prescribed form for the cancellation of the Domain Name registration;

(b) for cancellation under clause 13.3(b), the day after the due date for the fee unless the Fee payable is a renewal fee in which case in accordance with clause 19.4 of the Registration Policies;

(c) for cancellation under clause 13.3(c), on the day after the end of the fourteen (14) calendar days after we receive notice of such decision;

(d) for cancellation under clause 13.3(d), with immediate effect on giving you notice;

(e) for cancellation under clause 13.3(e), with immediate effect on giving you notice;

(f) for cancellation under clause 13.3(f), with immediate effect on giving you notice;

(g) for cancellation under clause 13.3(g), with immediate effect on giving you notice;

(h) for cancellation under clause 13.3(h), on the day after the end of the seven (7) calendar day period described in clause 13.4 unless you have provided us with evidence satisfactory to us that the reason for cancellation no longer exists or is not justified;

(i) for cancellation under clause 13.3(i), on the day after the end of the fourteen (14) calendar days after we notify you of our exercise of our discretion under clause 13.3(i);

(j) for cancellation under Clause 13.3(j), on the day we have notice of the completion of the probate period; or

(k) for cancellation under clause 13.3(k), on the day we have notice of the dissolution or striking off from the Register of Companies of the HKSAR or the completion of the liquidation or winding-up.

### **13.6 Re-use of Domain Names**

Save for the situation stipulated in clause 7 of the Registration Policies, once a Domain Name registration has been cancelled pursuant to this clause 13, the Domain Name shall be available for registration again after a black-out period determined by us. The maximum period for a black-out period shall be ninety (90) calendar days.

## **14. Name Servers**

### **14.1 Provision of name servers details**

To activate your Domain Name registration you must list at least two independent name servers in your application form. These name servers have to be operational, connected to the Internet, and able to receive queries in relation to the Domain Name and respond to any such queries accordingly. The contact persons provided by you in your application form shall be responsible for and familiar with the Domain Name service and its operation.

### **14.2 Cancellation of Domain Name registration if name servers not operational**

Pursuant to clause 13.3(h)(v) of this Agreement, we may cancel a Domain Name registration if the name servers listed in your application are not fully set up, operational or connected to the Internet within thirty (30) calendar days after the Activation Date or if the name servers persistently do not respond to the queries in relation to the Domain Name.

### **14.3 Provision of temporary name server records**

If you do not provide any valid name server details when you apply to register a Domain Name we shall provide temporary name server records from the Activation Date until the records of the Domain Name are modified in accordance with clause 14.4 or the Domain Name registration is cancelled or transferred. We will only provide temporary name server records.

### **14.4 Modifying temporary name server details**

You can modify the name server details temporarily provided by us for your newly registered domain name in accordance with clause 16.3.

## **15. Passwords**

### **15.1 Account Password**

You shall choose and assign a password for your registration account with us ("**Account Password**"). We shall use the password as the identification key for future modification of your Domain Name registration information held by us. It is your sole responsibility to safeguard such passwords from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your password.

### **15.2 Authorisation Code**

In addition to the Account Password, you will be assigned an authorisation password (also called the "authorisation code") in respect of each Domain Name registration which must be provided by you to a new Registrar in moving any Domain Name registration and requesting a new Registrar to manage the Domain Name. Provision of the authorisation password is also proof that you agree to allow the change of Registrar for the Domain Name registration.

## **16. Modification of Domain Name Details**

You shall ensure that all information in the registration record for a Domain Name is up-to-date, complete and accurate.

### **16.1 Online modification form**

You may only modify a Domain Name registration by submitting an online modification form to us, except if you are using an Agent.

### **16.2 Modification of contact information**

We will accept and activate an online modification form requesting modification of contact information of a Domain Name when the correct password for that Domain Name is submitted with the online modification form. We will send an e-mail notification to both the new and old administrative contacts and technical contacts after the change of contact information is activated.

### **16.3 Modification of name servers**

We will accept an online modification form requesting modification of the name servers of a Domain Name when the correct Account password for the Account containing that Domain Name is submitted with the online modification form. We will send an e-mail notification to the administrative contact and the technical contact on receipt of the online modification form.

## **17. TERMINATION OF THIS AGREEMENT**

### **17.1 Termination Date**

This Agreement shall terminate on the date on which the cancellation of registration of your Domain Name becomes effective (the "**Termination Date**") under clause 13.5.

### **17.2 Survival of clauses**

On the Termination Date, the provisions of this Agreement shall terminate except for clauses 1, 7.3, 7.4, 7.5, 8, 10, 17, 18, 19, 20 and 23 which shall survive the termination of this Agreement.

### **17.3 No recourse on termination**

You shall have no claims or recourse whatsoever against us on termination of this Agreement. For the avoidance of doubt, there shall be no refund to you, whether in whole or in part, of any Fees which have been paid to us prior to the termination of this Agreement.

## **18. DISPUTE RESOLUTION**

### **18.1 Application of Dispute Resolution Policy**

If your Domain Name registration is challenged by a third party, the dispute will be handled according to the provisions of the Dispute Resolution Policy.

### **18.2 Decision of arbitration panel final**

Any decision made by an arbitration panel duly appointed by a dispute resolution service provider shall be final and binding on you and you shall abide by such decision. If the decision provides that the Domain Name registration shall be cancelled, we shall wait for **fourteen (14) calendar days** after receiving the decision before cancelling the Domain Name.

### **18.3 Relinquishing registration of a Domain Name**

Where you wish to relinquish your Domain Name registration in dispute so as to avoid litigation and to register a new Domain Name, we may assist you with such application subject to the provisions below and allow you to maintain both Domain Names simultaneously for up to **thirty (30) calendar days** to facilitate an orderly transition to the new Domain Name. We will provide such assistance to you only if you:

(a) submit an application form requesting the registration of a new Domain Name together with the prescribed Fees;

(b) submit a written request for assistance, including identifying your desired new Domain Name; and

(c) provide us with a copy of the settlement agreement between you and the third party challenging your registration of the Domain Name, which should state specifically that the third party agrees to the co-existence of the Domain Name in dispute and your proposed new Domain Name for a **thirty (30) day period**.

## **19. INDEMNITY**

### **19.1 You indemnify us**

You hereby agree to defend us, indemnify us and hold us harmless as the Domain Name registrar, including our officers, directors, committee members, employees and agents (collectively, the "**Indemnified Parties**"), from all liabilities, losses, damages, costs, legal expenses, professional and other expenses of any nature howsoever sustained, incurred, paid by or suffered by us which are directly or indirectly related to any claim, action, or demand arising out of or related to the registration or use of your Domain Name brought by you or any third party.

### **19.2 Indemnified Parties to notify you of claims**

Each Indemnified Party shall send a written notice to you of any such claim, action, or demand against that Indemnified Party within a reasonable time. The failure of any Indemnified Party to give you the appropriate notice shall not affect the rights of the Indemnified Party or other Indemnified Parties.

## **20. LIMITATION OF LIABILITY**

### **20.1 Limitation of our liability**

We disclaim any and all loss or liability including, but not limited to, loss or liability:

- (a) resulting from access delays or access interruptions, or the unavailability of our website or Domain Name related services;
- (b) resulting from system or processing errors or delays;
- (c) resulting from data non-delivery or data mis-delivery;
- (d) resulting from acts of God;
- (e) resulting from the unauthorized use or misuse of your Domain Name, password or other security authentication option;
- (f) resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;
- (g) that you may incur in connection with the processing of the application for our services, our processing of the authorized modification of your Domain Name record or your Agent's failure to pay any Fees, including the initial registration fee or renewal fee; or
- (h) as a result of the application of the Dispute Resolution Policy; or
- (i) as a result of the exercise of our or HKIRC's powers under clause 15 of the Registration Policies.

### **20.2 No immunity**

Registration of your chosen Domain Name does not confer immunity on you from objection to either the registration or use of the Domain Name.

### **20.3 Disclaimer of warranties**

We expressly disclaim 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. We do not warrant:

- (a) that our service will meet your requirements;

(b) that our services will be uninterrupted, timely, secure, or error free;

(c) as to the results that may be obtained from the use of our services.

#### **20.4 Use of material from our website**

Any material, including any third party plug-in software that is downloaded or otherwise obtained from our website, including any third party website via any link provided on our website, is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download or obtaining of such material.

#### **20.5 Hypertext links on our website**

Certain hypertext links on our website will lead to websites which are not under our control. We make no warranties, representations or undertakings about any content of any other website referred to or accessed by hypertext link through our website ("**Third Party Site**"). We do not endorse or approve the content of any Third Party Site. We will not take any responsibility or liability for or in connection with any Third Party Site.

#### **20.6 No right to recover from us**

You shall not seek to recover and shall not be entitled to recover from us or to be indemnified by us against any direct, indirect or consequential loss or damage or any claim, proceedings, cost, demand, liability or expense howsoever sustained, incurred or paid by you to any party in respect of any of the matters specified in this Agreement.

#### **20.7 No liability for indirect losses**

We will not be liable for the cancellation and/or loss of use (for whatever reason and whether temporary or otherwise) of your Domain Name, 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 we has been advised of the possibility of such damages.

#### **20.8 Our maximum liability**

In no event shall our maximum liability under this Agreement exceed 125% of the registration Fees paid by you in respect of a particular period of registration of a Domain Name.

### **21. AMENDMENTS TO THIS AGREEMENT**

We reserve the right to amend this Agreement (including the Registration Policies and Dispute Resolution Procedures) at any time. Each time we amend the Agreement we will publish the amended version of the Agreement in advance (where practicable, fourteen (14) calendar days in advance) on our web site: <http://www.hkdnr.hk>. Each amended version of the Agreement will become binding and effective on you and us on the effective date specified at the top of the amended version, and will replace all previous versions of the Agreement. You should review our web site regularly in order to be aware of all such amendments.

### **22. ASSIGNMENT**

#### **22.1 You may not assign**

You are not entitled to assign any rights or obligations under this Agreement except by transferring your Domain Name in accordance with clause 12 of this Agreement.



## **22.2 We may assign**

We are entitled to assign our rights and obligations under this Agreement. If we do assign any rights or obligations under this Agreement, for whatever reason, you shall:

- (a) prior to the date of assignment, pay us in full all money you owe to us; and
- (b) have no claims or recourse whatsoever against us. For the avoidance of doubt, there shall be no refund, whether in whole or in part, of any Fees which have been paid to us prior to the assignment of this Agreement.

## **23. GENERAL TERMS**

### **23.1 Notices**

All notices or reports permitted or required under this Agreement shall, as far as possible, be by electronic mail (email), and the e-mail addresses we will use for such email communications shall be the email addresses recorded in the WHOIS information for the relevant Domain Name registration (as may be modified from time to time), and shall in any case be in writing. Notices shall be deemed given on:

- (a) personal delivery; or
- (b) two (2) Business Days from the date of postage if by post or courier service; or
- (c) the date of confirmation of transmission if by facsimile transmission; or
- (d) the date that the communication was transmitted (provided that the date of transmission is verifiable) if by electronic mail.

### **23.2 No liability for failure of Internet communications**

As Internet communications may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission, we exclude any liability for failures, malfunctions in communications, and other facilities not under our control that may affect the accuracy or timeliness of messages and transactions sent or received by you or us.

### **23.3 No agency or partnership**

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between you and us.

### **23.4 No waiver**

The failure of either you or us to require performance by the other party of any provision of this Agreement shall not operate as a waiver of that provision or affect the right of you or us to require performance of that provision at any future date. The waiver by either you or us of a breach of any provision this Agreement shall not be taken or held to be a waiver of the provision itself. Notwithstanding anything in this Agreement, we may in our absolute discretion waive any rights that we may have under this Agreement or the operation of any term or condition which is to our benefit.

### **23.5 Severance**

If any provision of this Agreement is held to be unenforceable or invalid under any applicable law or by any decision of a HKSAR court, such provision shall be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. You consent to us amending or replacing the unenforceable or invalid provision with one that is valid and enforceable and which achieves, to the fullest extent possible, our original objectives and intent as reflected in the original

provision.

### **23.6 Entire Agreement**

This Agreement constitutes the complete and exclusive agreement of you and us regarding the registration and use of Domain Names. This Agreement supersedes and governs all prior proposals, agreements or other communications between you and us.

### **23.7 English version of Agreement will prevail**

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

### **23.8 Governing law and jurisdiction**

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