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[version 5.0]

Hong Kong Domain Name Registration Company Limited Rules for .hk Domain and Sub-domains Version 5.0 Effective 25 February 2008

NOTICE: Chinese Domain Name applications during the Soft Launch Period are governed by the Soft Launch Period Rules, as well as these Rules and the Registration Agreement. Chinese Domain Names will be generally available to the public after the Soft Launch Period. If you are applying to register a Chinese Domain Name during the Soft Launch Period, please refer to the Soft Launch Period Rules which we will post separately on our website: <http://www.hkdnr.hk>.

These Rules form part of the [Registration Agreement](#)

1. DEFINITIONS:

In these Rules:

"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.

"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"; (ii) 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" 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.

"Contract Period" means the period of your Registration Agreement with us that you elect on the registration, renewal or transfer of a Domain Name,

"Dispute Resolution Procedures" means the "HKDNR 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 country code top level domain, and includes Chinese Domain Names and English Domain Names or either as the context may require.

"English Domain Name" means a .hk country code domain name which contains no Chinese Characters.

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

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

"Minor" means a person aged between 11 and 17 years old.

"Registration Agreement" means the agreement between us and you in respect of a Domain Name including its subsequent versions, amendments and supplements.

"Reserve List" means the list of those Domain Names which are reserved by us and which are not available for registration, as may be varied by us from time to time for any reason without notice.

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

"Soft Launch Period" means the period during which you will be able to apply to register a Chinese Domain Name in accordance with the Soft Launch Period Rules.

"Soft Launch Period Rules" means the rules which, together with the Registration Agreement and these Rules, govern the Chinese Domain Name registration during the Soft Launch Period.

"Third Level Domain Name" means a Domain Name consisting of three levels (for example, name.com.hk) under the existing second level domains or any other second level domains that we introduce from time to time in the HKSAR.

"Variant" in respect of any Chinese Character comprising of or included in a Chinese Domain Name, means the traditional or simplified form of such Chinese Character or any other variant of that Chinese characters as set out in the Chinese Characters Variant Table.

"We" or **"Us"** means HKDNR.

"You" means an applicant who has applied to us, directly or through an agent or any other registrars appointed by us (a list of registrars appointed by us is set forth in www.hkdnr.hk), for the registration of a new Domain Name, or a current holder of a Domain Name.

2. ELIGIBILITY REQUIREMENTS

2.1 Minors

Minors are not eligible to register a Domain Name unless the application is jointly executed by the parent or guardian of the minor. The parent or guardian must meet the eligibility requirements and provide the required documentary proof, if any, for the type of Domain Name registration which is the subject of the application.

2.2 Children

Any individual that is under the age of 11 is not eligible to register a Domain Name.

2.3 Branch Offices

A branch representative office incorporated under Part II of the Companies Ordinance shall obtain and provide to us as a condition to any registration of a Domain Name in its name, an undertaking from its parent company that the parent company will be responsible and liable for any claim or dispute made in respect of the Domain Name.

2.4 Second Level Domain Names

All interested individuals and entities are eligible to register a Second Level Domain Name, except during the Soft Launch Period where the criteria set out in the Soft Launch Period Rules apply. We may, however, request the submission of any documentary evidence that we consider necessary to verify your identify in determining whether to accept your application for the registration of a Second Level Domain Name.

2.5 .idv.hk/.個人.hk Domain Names

All residents of HKSAR are eligible to register a .idv.hk English Domain Name and/or a .個人.hk Chinese Domain Name. You need to provide us with a copy of your HKID or other documentary proof that you are a resident of HKSAR when applying to register a .idv.hk or .個人.hk Domain Name. If you are a Minor, your parent or guardian also needs to provide us with a copy of their HKID or other documentary proof of their identity and you need to provide us with a copy of your Certificate of Birth / Guardian Certificate (as applicable).

Any Chinese Domain Name registered under .個人.hk must be based on and exactly reflect the legal name of the registrant as appearing in his or her HKID (or other documentary proof provided).

2.6 .com.hk/.公司.hk Domain Names

Commercial entities registered in HKSAR are eligible to register a .com.hk English Domain Name and/or .公司.hk Chinese Domain Name. You need to provide a copy of your Business Registration Certificate from the Inland Revenue Department of the HKSAR Government, or a Certificate of Registration of Overseas Company from the Companies Registry of the HKSAR Government to us as documentary proof when applying to register a .com.hk or .公司.hk Domain Name.

2.7 .org.hk/.組織.hk Domain Names

Registered or approved not-for-profit organisations in HKSAR are eligible to register a .org.hk English Domain Name and/or .組織.hk Chinese Domain Name. You need to provide documentary proof to us that you are a not-for-profit statutory body in HKSAR, a not-for-profit entity registered with the Companies Registry, a not-for-profit entity with a Certificate of Registration of a Society from the Hong Kong Police Force, or another approved "not-for-profit" entity when applying to register a .org.hk or .組織.hk Domain Name.

2.8 .net.hk/ 網絡.hk Domain Names

Entities managing network infrastructure, machines and services with a licence from the Office of Telecommunications Authority of the HKSAR Government are eligible to apply for a .net.hk English Domain Name and/or 網絡.hk Chinese Domain Name. You need to provide a copy of your PNETS (IVANS/ISP) license from the Office of the Telecommunications Authority of the HKSAR Government as documentary proof to us when applying to register a .net.hk or .網絡.hk Domain Name.

2.9 .gov.hk/ 政府.hk Domain Names

Bureaux and departments of the HKSAR Government are eligible to register a .gov.hk English Domain Name and/or .政府.hk Chinese Domain Name. You need to provide documentary proof to us that you are a bureaux or department of the HKSAR Government when applying to register a .gov.hk or .政府.hk Domain Name.

2.10 .edu.hk/ 教育.hk Domain Names

Registered schools, tertiary institutions and other approved educational institutions in HKSAR are eligible to register a .edu.hk English Domain Name and/or .教育.hk Chinese Domain Name. You need to provide a copy of your Certificate of Registration of a School from the Education Department of the HKSAR Government, or other documentary proof to us when applying to register a .edu.hk or .教育.hk Domain Name.

2.11 If a registrant holds more than one .edu.hk or .教育.hk Domain Name, then the administrative contact details in respect of each .edu.hk or .教育.hk Domain Name shall be the same.

3. APPLYING TO REGISTER A DOMAIN NAME

3.1 Submission of online application form

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

3.2 Election of contract period

When you apply to register or transfer 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.

3.3 Submission of documentary proof

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 may refuse to process your application, or cancel your registration, if we do not receive the requested documentary proof within a reasonable time of making the request.

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.

4. Domain Name Structure

4.1 Choosing a Domain Name

Any English Domain Name the subject of an application must meet the Domain Name structure requirements set out, in the case of English Domain names, in Rule 4.2 or Rule 4.3, and in the case of Chinese Domain Names, Rule 4.4. If your Domain Name does not meet the Domain Name structure requirements in Rule 4.2 and 4.3 or Rule 4.4, as the case may be, we may refuse to register the Domain Name.

4.2 Second Level English Domain Names

The total length of the two parts of a Second Level English Domain Name, including the dots (.) separating the two parts, cannot exceed 63 characters. The only characters allowed in the second

level of the Second Level English Domain Name are letters (A to Z, case-insensitive), digits (0 to 9) and hyphens (-). The second level of the Second Level English Domain Name can only begin and end with letters or digits. Hyphens (-) are not allowed in the third and fourth character positions.

4.3 Third Level English Domain Names

The total length of the three parts of a Third Level English Domain Name, including the dots (.) separating the three parts, cannot exceed 63 characters. The only characters allowed in the third level of the Third Level English Domain Name are letters (A to Z, case-insensitive), digits (0 to 9) and hyphens (-). The third level of a Third Level English Domain Name can only begin and end with letters or digits. Hyphens (-) are not allowed in the third and fourth character positions.

4.4 Chinese Domain Names

A .hk Chinese domain name contains at least one Chinese character. The rest of the string may be composed of other character(s) like English letters (A-Z, a-z), Arabian numerals (0-9) or a hyphen (-). The total number of characters in the string of registration should not exceed 15. A hyphen should not appear at the beginning and/or at the end of the string of registration nor as the third and the fourth characters.

5. ADDITIONAL RULES APPLICABLE TO CHINESE DOMAIN NAMES

5.1 Variations of Chinese Domain Names

Your application for and any subsequent registration of a Chinese Domain Name is deemed to include all possible combinations of the Chinese Domain Name using different Chinese Character Variants (in the same sequential order as the order designated in the application), even though only the Chinese Domain Name actually applied for by you (including the all-traditional and all-simplified Chinese versions of the Chinese Domain Name), and not any of its other different Chinese Character Variants, may be activated for use.

In the event that a complaint is filed in relation to your Chinese Domain Name, any decision made by the arbitration panel shall relate not only to your Chinese Domain Name activated for use, but also to all possible variations of the Chinese Domain Name which are based solely on other combinations of its Chinese Character Variants.

Any dispute or claim filed in respect of a Chinese Domain Name under the Dispute Resolution Policy, and any decision made by the arbitration panel in respect of such a dispute, shall include and extend to all possible combinations of Variants of the Chinese Characters comprising of or included in the Chinese Domain Name.

Not all Chinese Characters existing as computer characters are available for registration as part of a Chinese Domain Name. For example, particular Chinese Characters may comprise of a Chinese Domain Name on the Reserve List or may not be included in the Chinese Character Variant Table.

5.2 Service of Chinese Domain Names

We have adopted the internationalised Domain Name Standard and Guideline (including RFC [3454](#), [3490](#), [3491](#), [3492](#) and [3743](#)) for all services provided by us in relation to Chinese Domain Names. We reserve our right to change our policies relating to Chinese Domain Names to accommodate and incorporate any changes to the internationalised Domain Name Standard and Guideline without giving you notice. This includes, without limitation, the right to change the Chinese Character Variant Table and its contents.

5.3 Plug-In Software

You acknowledge that plug-in software may be required to use a Chinese Domain Name, and that we do not provide, nor are we responsible for the provision of, such plug-in software. We are not responsible or liable for any loss or damage incurred or suffered by you as a result of or in connection with your use of any plug-in or other software obtained from a third party.

6. RESERVED DOMAIN NAMES AND PROHIBITED DOMAIN NAMES

6.1 Right to reserve Domain Names

We have the right to reserve Domain Names at any time, including for the purpose of auctioning the Domain Names in accordance with Rule 7.2, and to prevent those reserved Domain Names from being registered in our sole discretion. We are not required to inform you of the reason for the reservation of any Domain Name.

6.2 Prohibited Domain Names

We may refuse to register Domain Names that are:

- (a) 1-character words; or
- (b) generic top-level domains which include, but are not limited to, sponsored top-level domains; or

- (c) full names or abbreviations of all local regions or districts; or
- (d) 2-character country codes as defined in ISO 3166; or
- (e) common surnames or family names;
- (f) any other Domain Name included on the Reserve List.
and additionally, in the case of Chinese Domain Names, Domain Names which we consider to be:
- (g) the Chinese translation of generic top level domains and sponsored top level domains;
- (h) names of countries or regions that use Chinese Characters as their language;
- (i) common technical terms related to domain names and related international name associations;
or
- (g) types and levels of schools and other educational institutions in Hong Kong.

6.3 Reservation of right to use certain Domain Name

We reserve the right to use any Domain Name included on the Reserve List for any purposes.

6.4 .hk/.idv.hk/.個人.hk Domain Names

In the case of .hk, .idv.hk and .個人.hk Domain Names, we may refuse to register Domain Names that only contain:

- (a) your surname or family name (whether in its original language or translated into any other languages or dialects); or
- (b) word(s) (including word(s) of phonetic equivalence) that are, according to their ordinary signification, a surname or a family name; or
- (c) such other names as reserved by us.

6.5 Use of the word "government"/"政府"

With the exception of Domain Names registered under .gov.hk/.政府.hk, we may refuse to register Domain Names that consist of or contain a reference to the word "government" or "政府" or related words where such use is likely, in our opinion, to connote that you have HKSAR Government's authorisation.

6.6 Use of the word "bank"/"銀行"

If you apply for the registration of a Domain Name that uses the word "bank" or "銀行" or any of their derivatives in English or Chinese or any translation of them, or uses the letters "b", "a", "n", "k" or the characters "銀" "行" in that order in the Domain Name, you must provide to us with your application for such a Domain Name a true copy of the specific consent granted by the Monetary Authority (MA) under section 97 of the Banking Ordinance for the use of banking names or descriptions with your application to register the Domain Name. This requirement does not apply if you are not restricted from using banking names and descriptions by the relevant provisions of section 97 of the Banking Ordinance (e.g., a bank authorized under the Banking Ordinance) or by the general consent given by the MA under section 97 of the Banking Ordinance.

We may refuse to register or cancel the registration of a Domain Name if you fail to comply with this Rule 6.6, or the Domain Name registration may lead, in our opinion, to your contravention of section 97 of the Banking Ordinance.

Further details of the restriction on use of banking names and descriptions under section 97 of the Banking Ordinance can be found in:

[Section 97 of the Banking Ordinance \(Cap.155, the Laws of Hong Kong\)](#)
[Chapter 7 of the Guide to Authorization issued by the MA](#)

6.7 Use of the word "insurance", "assurance" or "保險"

If you apply to register a Domain Name that contains the words "insurance", "assurance" or "保險" or which otherwise fall within any of the restrictions under section 56(A) of the Insurance Companies Ordinance (Cap 41), you must provide to us with your application the written consent issued by the Insurance Authority with respect to your use of such Domain Name.

We may refuse to register or cancel the registration of a Domain Name if you do not comply with this Rule 6.7, or the Domain Name registration may lead, in our opinion, to your contravention of section 56(A) of the Insurance Companies Ordinance (Cap 41).

Further details of the restriction on use of the words "insurance", "assurance" and "保險" under section 56(A) of the Insurance Companies Ordinance can be found in:

[Section 56\(A\) of the Insurance Companies Ordinance \(Cap.41, the Laws of Hong Kong\)](#)

6.8 Other situations giving rise to refusal of a Domain Name

We are entitled to refuse any application to register a Domain Name due to other technical and operational considerations or if the registration of such Domain Name would cause confusion to the public, be contrary to the political security or interests of the HKSAR, or otherwise be contrary to any law of the HKSAR.

7. PRIORITY OF APPLICATIONS

7.1 General allocation of Domain Names

Subject to the Soft Launch Period Rules, all applications to register a Domain Name will be processed on a first-come-first-served basis.

7.2 Auctioning of Domain Names

We may in our sole discretion decide to auction certain Domain Names that we have reserved. We will provide notice to you of any upcoming auctions by posting the details of the auction on our website thirty (30) calendar days before the auction commences.

8. NAME SERVERS

8.1 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.

8.2 Cancellation of Domain Name registration if name servers not operational

Pursuant to clause 12.1(d)(vi) of the Registration 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.

8.3 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 Rule 8.4 or the Domain Name registration is cancelled or transferred. We will only provide temporary name server records.

8.4 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 Rule 10.3.

9. PASSWORDS

You are required to choose and assign a password to each of your Domain Name registrations. We will use the password as the identification key for future modification of your Domain Name registration information by you. It is your sole responsibility to safeguard your passwords from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your password.

In addition to the Account password, you will be required to provide an authorisation password (also called authorisation information) in respect of each Domain Name registration which must be provided by you in requesting your service provider to manage your Domain Name.

10. MODIFICATION OF DOMAIN NAME DETAILS

10.1 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.

10.2 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.

10.3 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.

11. CANCELLATION OF DOMAIN NAMES

11.1 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.

11.2 Cancellation by us

We may cancel your Domain Name registration for any of the reasons provided in the Registration Agreement.

12. UNAUTHORIZED CANCELLATIONS

12.1 Objections to unauthorized cancellations

If during the notification period in Rule 11.1 you claim that any online cancellation form relating to your Domain Name was submitted without your 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.

12.2 Approval of unauthorized modifications or cancellations

If during the notification period in Rule 11.1 you claim that any online cancellation form relating to your 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 an online cancellation form for the cancellation

13. RENEWAL OF DOMAIN NAME REGISTRATIONS

13.1 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 Rules current at the date of renewal.

13.2 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.

13.3 Renewal fees

Renewal is subject to a fee, in accordance with the version of the Registration Agreement and Rules 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.

13.4 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.

14. HANDLES

14.1 A "contact handle" (a unique identifier made up of alpha-numeric characters) can be assigned to a Domain Name administrative contact record in our Domain Name database.

15. RE-REGISTRATION**15.1 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 in order to maintain your Domain Name registration. Your failure or refusal to re-register may render your Domain Name registration void.

15.2 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 the Registration Agreement. If you refuse to comply with the Registration Agreement, you may choose either to cancel your Domain Name registration or have your Domain Name registration cancelled by us.

15.3 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 the Registration Agreement. If you do not inform us that you wish to be subject to the Registration Agreement, you shall be bound by the terms and conditions of the earlier version of HKNIC Registration Agreement which you entered into and you shall not be entitled to any new services offered under the Registration Agreement. For the avoidance of doubt, in the event that you apply for additional Domain Names (Multiple Domain Names) under the Registration Agreement, your existing as well as new registrations shall automatically be subject to the Registration Agreement.

16. FEES**16.1 Fees payable according to Fee schedule**

We will charge you the registration fee, renewal fee and other administrative fees according to the fee schedule as set out in Rule 16.4.

16.2 Service dependent on fees being paid

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

16.3 Fees non-refundable

All fees you pay to us are non-refundable.

16.4 Fee Schedule

Contract Period	Per Domain Name (HK\$) (.hk)	Per Domain Name (HK\$) (.idv.hk/ .個人.hk)	Per Domain Name (HK\$) (.com.hk/ .公司.hk .org.hk/ .組織.hk .net.hk/ .網絡.hk .gov.hk/ .政府.hk .edu.hk/ .教育.hk)
Registration Fee: - for 1-year contract - for 2-year contract - for 3-year contract - for 5-year contract	\$250 \$500 \$625 \$1,000	\$150 \$280 \$380 \$550	\$200 \$400 \$500 \$800
Type 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
			\$200

Modification of Name Server	No charge	No charge	(For domain names registered under the old agreement (HKNIC Registration Agreement Version 1.x or 2.xx))
Late Charge	\$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	on request	on request	on request

We reserve the right to charge different fees for any Domain Names that we release from reservation (Rule 6.1) or auction in accordance with Rule 7.2 in our sole discretion.

16.5 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.

17. DOMAIN NAME DISPUTES

17.1 All disputes governed by Dispute Resolution Policy

All disputes in relation to the registration and use of a Domain Name registered with us by you, between you and any party other than us are governed by the Dispute Resolution Policy

17.2 Arbitration or court proceedings

A dispute can either be resolved by the Arbitration Panel appointed by the approved Dispute Resolution Service Providers or adjudicated by a HKSAR court.

17.3 Arbitration

In compliance with Rules 17.1 and 17.2, the dispute must follow the mandatory arbitration proceedings set forth under the Rules of Procedure of the Dispute Resolution Policy.

17.4 Arbitration Panel decisions binding

The Arbitration Panel's decisions regarding a dispute will be final and binding.

17.5 No modifications to Domain name registrations during a dispute

If we are notified that a complaint has been filed pursuant to the Dispute Resolution Policy or a writ has been filed with a HKSAR court in relation to a Domain Name, we reserve the right to suspend the use of the Domain Name and reject any online modification form for the Domain Name until:

- (a) the resolution of the dispute by the Arbitration Panel; or
- (b) we are otherwise directed by the HKSAR court; or
- (c) we receive notice from you and the other party to the dispute (or, in the case of legal proceedings, the parties to the relevant proceedings) that the dispute or complaint has been settled; or
- (d) you relinquish the Domain Name pursuant to Clause 14.3 of the Registration Agreement.

18. NOTIFICATION

18.1 Communication by e-mail

We shall communicate with you in relation to the registration, renewal and all other services of your Domain Name via e-mail transmission. The e-mail addresses we will use for this purpose shall be the email addresses provided by you during the registration of the Domain Name and any subsequent modification of the contact information.

18.2 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 facilities not under our control that may affect the accuracy or timeliness of messages and transactions sent or received by you or us.

19. AMENDMENT OF RULES

We reserve the right to amend these Rules at any time. Each time we amend the Rules we will publish the amended version of the Agreement in advance (where practicable, 14 calendar days in advance) on our web site: <http://www.hkdnr.hk>. Each amended version of the Rules 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 Rules. You should review our web site regularly in order to be aware of all such amendments.



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