

HONG KONG INTERNET REGISTRATION CORPORATION LIMITED

Domain Name Registration Policies, Procedures and Guidelines

for .hk and .香港 domain names

Version 1.0

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*From 15 December 2010, The Hong Kong Internet Registration Corporation Limited ("HKIRC") has established a system of accrediting registrars to take up certain registrar services including registration, renewal, transfer, modification, bundling, unbundling or cancellation of domain names under the .hk and .香港 country code top level domain. HKIRC may appoint different registrars to perform its registrar services. A list of accredited registrars for different types of domain names under the .hk and .香港 country code top level domain is available on the website of HKIRC.*

*These Registration Policies, Procedures and Guidelines form part of the Published Policies of HKIRC. The Registration Policies apply to all .hk and .香港 domain names and must be complied with by both registrars and registrants. These Registration Policies shall be read together with the separate registration agreements entered into between registrars and registrants and the other Published Policies of HKIRC, including (but not limited to) the Domain Name Dispute Resolution Policy and its Rules of Procedure ("DNDRP").*

1. **DEFINITIONS**

In these Registration Policies:

**"Activation Date"** for a Domain Name means the date on which a Domain Name registration is activated and recorded in HKIRC's database.

**"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 HKIRC's register of Domain Names.

**"Child"** means a person under the age of eleven (11) years of age.

**"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 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 ends with a Chinese Character, a letter or a number; and (vi) does not contain hyphens in the third or fourth character positions.

“**Contract Period**” means the period of the registration agreement with the Registrar which the Registrant elects on the registration, renewal, unbundling or transfer of a Domain Name.

"**Dispute Resolution Service Provider**" has the meaning given in the DNDRP.

“**DNDRP**” means the [HKIRC Domain Name Dispute Resolution Policy](#) and includes the [Rules of Procedure](#), as well as any subsequent versions, amendments and supplements.

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

"**Domain Name Services**" means services provided in relation to Domain Names, including (but not limited to) application, renewal, transfer, modification, bundling, unbundling and deletion.

“**English Domain Name**” means a Domain Name under the .hk country code top level domain 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 Names	Domain name categories for .hk Chinese Domain Names	Domain name categories for .香港 Chinese 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.

“**HKIRC Registrar Account**” means a deposit account opened and maintained by the Registrar pursuant to the Registrar Agreement.

"**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.

“**Minor**” means a person aged between eleven (11) and seventeen (17) years old.

“**Published Policies**” means those policies, guidelines, notices or procedures established and published by HKIRC from time to time for the administration of the .hk and .香港 ccTLDs, in accordance with its Memorandum and Articles of Association, and includes these Registration Policies.

“**Registrar**” means a person accredited by HKIRC as a registrar and with which a Registrant has applied for and/or registered a Domain Name.

“**Registrant**” means an applicant who has applied for a Domain Name through a Registrar or any Reseller appointed by a Registrar, or a current holder of a Domain Name.

“**Registration Policies**” means these Registration Policies, Procedures and Guidelines, together with any subsequent versions, amendments and supplements.

“**Registration Agreement**” means the mandatory terms and conditions of HKIRC that shall be included in any registrant agreement entered into between a Registrant and a Registrar. The Registrant shall agree to be bound by the Registration Agreement in respect of any Domain Name registration.

“**Reseller**” means a registration service provider or other agent who is registered with and authorized by a Registrar.

“**Reserve List**” means the list of those Domain Names which are reserved by HKIRC and which are not available for registration, as may be varied by HKIRC from time to time without notice.

“**Second Level Domain Name**” means a Domain Name consisting of only 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.

## 2. REGISTRATION OF DOMAIN NAMES

### 2.1 Registration Policies

By applying for the registration of a Domain Name, the Registrant agrees to also comply with, abide by and perform any obligations or requirements set out in these Registration Policies. HKIRC may in its sole discretion decide at any time to make available or unavailable any different types of Domain Names.

## **2.2 Domain Name Dispute Resolution Policy**

The HKIRC DNDRP forms part of these Registration Policies and the Registration Agreement.

## **2.3 Published Policies**

The Registrant shall comply with all Published Policies of HKIRC in respect of registration of all Domain Names. HKIRC may amend or revise such Published Policies from time to time.

## **3. ELIGIBILITY REQUIREMENTS FOR DOMAIN NAMES**

There are different eligibility requirements for each type of Domain Name. The eligibility requirements are set out below.

### **3.1 Branch Offices**

A branch representative office incorporated under Part II of the Companies Ordinance must obtain and provide to the Registrar as a condition to any registration of a Domain Name held 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.

### **3.2 Children**

Children are not eligible to register a Domain Name.

### **3.3 Application by a Minor**

Minors may apply to register a Domain Name, but only if the application is jointly executed by his/her parent or guardian. By jointly executing an application submitted by a Minor, the parent or guardian:

3.3.1 guarantees the full and timely performance by the Minor of his/her obligations, duties and warranties owed to the Registrar and HKIRC pursuant to these Registration Policies; and

3.3.2 indemnifies HKIRC and the Registrar as primary obligor in accordance with clause 24 below for any loss or liability arising from Minor's breach or non-performance of any obligations the Minor owes to HKIRC or the Registrar.

### **3.4 Second Level Domain Names**

All interested individuals and entities are eligible to register a Second Level Domain Name. In determining whether to accept a Registrant's application for the registration of a Second Level Domain Name, the Registrar may require the submission of any documentary evidence that the Registrar considers necessary to verify Registrant's identity.

### **3.5 .idv.hk / .個人.hk / .個人.香港 Domain Names**

All residents of HKSAR are eligible to register a .idv.hk English Domain Name and/or a .個

人.hk and /or .個人.香港 Chinese Domain Name. The Registrant must provide the Registrar with a copy of the Registrant's HKID or other documentary proof that the Registrant is a resident of HKSAR when applying to register a .idv.hk, .個人.hk or .個人.香港 Domain Name. If a Registrant is a Minor, the Registrant's parent or guardian must also provide the Registrar with a copy of his/her HKID or other documentary proof of their identity and Registrant must also provide a copy of Registrant's Certificate of Birth / Guardian Certificate (as applicable).

Any Chinese Domain Name registered under .個人.hk and .個人.香港 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), or, in the case of a minor, his or her Certificate of Birth / Guardian Certificate (as applicable).

### **3.6 .com.hk/.公司.hk / .公司.香港 Domain Names**

Commercial entities registered in HKSAR are eligible to register a .com.hk English Domain Name and/or .公司.hk and/or .公司.香港 Chinese Domain Name. The Registrant must provide a copy of their 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 as documentary proof when applying to register a .com.hk, .公司.hk or .公司.香港 Domain Name.

### **3.7 .org.hk/.組織.hk / .組織.香港 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 and/or .組織.香港 Chinese Domain Name. The Registrant must provide documentary proof that they 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 HKSAR Police Force, or other approved "not-for-profit" entities in Hong Kong when applying to register a .org.hk, .組織.hk or .組織.香港 Domain Name.

### **3.8 .net.hk/.網絡.hk / .網絡.香港 Domain Names**

Entities managing network infrastructure, machines and services with a licence from the Office of Telecommunications Authority of the HKSAR are eligible to apply for a .net.hk English Domain Name and/or 網絡.hk and/or 網絡.香港 Chinese Domain Name. The Registrant must provide a copy of the licence issued by the Office of Telecommunications Authority of the HKSAR, proving the applicant is an entity in Hong Kong managing network infrastructure, machines and services when applying to register a .net.hk, 網絡.hk or 網絡.香港 Domain Name.

### **3.9 .gov.hk/.政府.hk / .政府.香港 Domain Names**

Bureaux and departments of the HKSAR Government are eligible to register a .gov.hk English Domain Name and/or .政府.hk and/or .政府.香港 Chinese Domain Name. The Registrant must provide documentary proof that it is a bureaux or department of the HKSAR Government when applying to register a .gov.hk, .政府.hk or .政府.香港 Domain Name.

### **3.10 .edu.hk/.教育.hk / .教育.香港 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 and/or .教育.香港 Chinese Domain Name. The Registrant must provide a copy of the Certificate of Registration of a School from the Education Department of the HKSAR Government, or other documentary proof when applying to register a .edu.hk, .教育.hk or .教育.香港 Domain Name.

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

### **3.11 Documentary proof**

The Registrant (or, if the Registrant is a Minor, his or her parent or guardian) may be required to provide documentary proof to establish that they meet the eligibility requirements for the type of Domain Name which is being applied for or which is already registered, and otherwise to verify the information contained in an application or registration. The Registrar will determine if the documentary proof provided is adequate in relation to each application or registration. The Registrar may refuse to process any application, or cancel the relevant registration, if the Registrar does not receive the requested documentary proof within a reasonable time as specified by HKIRC after making the request.

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

Registrants may apply to register more than one Domain Name, provided such applications do not contravene any of the terms of these Registration Policies, any Published Policy or the Registration Agreement.

### **3.13 Election of contract period**

At the time of making an application to register, transfer or unbundle a Domain Name with a Registrar, and at each renewal date, the Registrant must elect a Contract Period or accept the Contract Period allowed by the Registrar or by HKIRC. 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.

### **3.14 Representations and warranties**

By making an application for a Domain Name, the Registrant represents and warrants that:

- (a) to the best of its knowledge and belief, the Domain Name that the Registrant is applying for will not infringe or otherwise violate the legal rights of any third party;
- (b) the Registrant intends to use the Domain Name;
- (c) the Registrant's use of the Domain Name shall be bona fide for the Registrant's own benefit and shall be for lawful purposes;
- (d) the Registrant will not knowingly use the Domain Name in violation of any applicable laws and regulations;
- (e) all information the Registrant provides to the Registrar, including further additions or alterations to such information, is true, complete and accurate;
- (f) in the event that the Registrant receives notification of any claim, action or demand arising out of or related to the registration or use of the Domain Name, the Registrant will immediately send the Registrar a written notice notifying the Registrar of such claim, action or demand.  
  
; and
- (g) that it meets, and continues to meet, the eligibility criteria prescribed by HKIRC.

The Registrant acknowledges that the Registrar and HKIRC rely on all representations made and warranties given by the Registrant in determining if the application for a Domain Name should be approved.

## **4. DOMAIN NAME STRUCTURE**

### **4.1 Choosing a Domain Name**

Any applied for English Domain Name must meet the Domain Name structure requirements, in the case of English Domain Names, as set out in clause 4.2 or clause 4.3, and in the case of Chinese Domain Names, as set out in clause 4.4. If the Domain Name does not meet the Domain Name structure requirements in clauses 4.2, 4.3 or 4.4, as the case may be, registration of the Domain Name may be refused.

## **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 must contain at least one Chinese character. A .香港 Chinese Domain Name need not contain any Chinese characters (apart from the .香港 suffix) if the Registrant makes a specific request to HKIRC. 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 for a .hk Chinese Domain Name or a .香港 Chinese Domain Name shall not exceed 15. A hyphen shall 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 Allocation of Chinese Domain Names under .hk top level domain**

All applications for Chinese Domain Names received after the effective date of these Registration Policies will be allocated under the .香港 country code top level domain. No application for a Chinese Domain Name under the .hk country code top level domain will be entertained when the equivalent Chinese Domain Name is available under the .香港 country code top level domain.

### **5.2 Chinese Domain Names in Pair**

Every holder of a Chinese Domain Name under the .hk country code top level domain registered before a date specified by HKIRC will automatically be allocated, free of charge,



a Chinese Domain Name of the same string of registration under the .香港 country code top level domain in the Equivalent Domain Name Category and having the same expiry date. The two domain names must be held by the same individual or entity at all times, must have the same contact information, name server information, and must be transferred together as a pair, including when transferred as a result of a domain name dispute.

### **5.3 Variations of Chinese Domain Names**

Any 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 Registrant (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 a Chinese Domain Name, any decision made by the arbitration panel shall relate not only to the 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 DNDRP, and any decision made by an 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.

The Registrar or HKIRC has the right to reject any Chinese Domain Name application if it is in the opinion of the Registrar or HKIRC that the Chinese Domain Name applied for contains one or more Chinese character which is possibly the Variant of another Chinese character irrespective of whether the Variant is included in the Chinese Character Variant Table or not

### **5.4 Service of Chinese Domain Names**

HKIRC has adopted the internationalised Domain Name Standard and Guideline (including RFC 3454, 3490, 3491, 3492 and 3743) for all services provided by HKIRC in relation to Chinese Domain Names. HKIRC reserves the right to change its policies relating to Chinese Domain Names to accommodate and incorporate any changes to the internationalised Domain Name Standard and Guideline without giving notice to the Registrant. This includes, without limitation, the right to change the Chinese Character Variant Table and its contents.

### **5.5 Plug-In Software**

The Registrant acknowledges that plug-in software may be required to use a Chinese

Domain Name, and that neither HKIRC nor the Registrar provides, nor are HKIRC or the Registrar responsible for, the provision of, such plug-in software. HKIRC or the Registrar are not responsible or liable for any loss or damage incurred or suffered by any party as a result of or in connection with the use of any plug-in or other software obtained from a third party.

## **6. BUNDLING OF DOMAIN NAMES**

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

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

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

Registrant of an English Domain Name (whether for an existing Domain Name registration, or a new Domain Name application) which has not been bundled with a .香港 Chinese Domain Name is 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.

### **6.3 Time for Applications under clauses 6.1 and 6.2**

Registrant applying for either an English Domain Name in the Equivalent Domain Name Category under clause 6.1 or a Chinese Domain Name under the .香港 country code top level domain in the Equivalent Domain Name Category under clause 6.2 may apply at any time prior to ninety (90) days before the expiry of the existing Domain Name.

### **6.4 Bundling of Allocated Domain Names**

Domain Names allocated under clauses 6.1 or 6.2 will, on allocation, be automatically bundled together with the Domain Name to which they relate.

### **6.5 Bundling of Existing Domain Names**

Registrant holding an existing English Domain Name registration and an existing .香港 Chinese Domain Name registration under Equivalent Domain Name Categories, and that both of which are not already bundled with other Domain Names, may apply at any time via the Registrar to bundle these two Domain Names together (together with Domain Names referred to in clause 6.4, "**Bundled Domain Names**").

If two existing Domain Names are bundled together under this clause 6.5, 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.

### **6.6 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 the Registrant wishes to unbundle the Bundled Domain Names held by the Registrant, the Registrant may do so via the Registrar, subject to payment of any Fees due in relation to the unbundled Domain Names in accordance with the Registration Agreement. If the Registrant fails to pay the required Fees, the Registrar will cancel the unbundled Domain Name registration and the Domain Name will enter a black-out period. During the black-out period the Registrant may apply to reinstate the Domain Name, provided the Registrant pay the Registrar the relevant outstanding Fees. If the Registrant does not apply to reinstate the Domain Name registration during the black-out period the unbundled Domain Name will become available to the general public for registration.

#### **6.7 Registry's discretion in accepting Bundled Domain Names**

Applications to bundle or unbundle Domain Names are subject to HKIRC's discretion and approval.

### **7. RESERVED DOMAIN NAMES AND PROHIBITED DOMAIN NAMES**

#### **7.1 Right to reserve Domain Names**

HKIRC has the right to reserve Domain Names at any time, including for the purpose of auctioning the Domain Names in accordance with clause 8.2, and to prevent those reserved Domain Names from being registered in HKIRC's sole discretion. HKIRC is not required to inform the Registrant or the Registrar of the reason for the reservation of any Domain Name.

#### **7.2 Prohibited Domain Names**

The following Domain Names may be refused registration:

Domain Names that are:

- (a) all single-character labels, including A to Z, 0 to 9 and '-';
- (b) generic top-level domains established by Internet Corporation for Assigned Names and Numbers (ICANN) including, but not limited to, sponsored top-level domains announced by ICANN;
- (c) country code top-level domains announced by the Internet Assigned Numbers Authority (IANA);
- (d) common Chinese surnames in the HKSAR (for idv.hk and Second Level Domain Names only)
- (e) technical terms;
- (f) words controlled by law and order authorities in the HKSAR;
- (g) current and likely new types of Domain Names;

(h) terms used for operations

Additionally, in the case of Chinese Domain Names, Domain Names which HKIRC considers to be:

(i) Chinese translations of generic top-level domains announced by Internet Corporation for Assigned Names and Numbers (ICANN) or sponsored top-level domains announced by ICANN;

(j) names of countries or regions that use Chinese as their language;

(k) common technical terms related to domain names and related international name associations;

(l) types and levels of schools and other educational institutions in the HKSAR;

(m) common Chinese surnames in the HKSAR (for .個人.hk, .個人.香港 and Second Level Domain Names only);

(n) Chinese words controlled by law and order authorities in the HKSAR;

(o) current and likely new types of Chinese Domain Names;

(p) Chinese words of operational needs; or

(q) such other English or Chinese words as reserved by HKIRC.

### **7.3 Reservation of right to use certain Domain Name**

HKIRC reserves the right in its sole discretion to use any Domain Name included on the Reserve List for any purpose. HKIRC is not required to inform Registrants or Registrar of the reasons for including a Domain Name on the Reserve List.

### **7.4 Use of the word "government"/"政府"**

With the exception of Domain Names registered under .gov.hk, .政府.hk, or .政府.香港, any application to register a Domain Name may be rejected where the applied for Domain Name consists of or contains a reference to the word "government" or "政府" or related words where such use is likely, in the Registrar's or HKIRC's own opinion, to connote that a Registrant has authorisation from the HKSAR Government.

### **7.5 Use of the word "bank"/"銀行"**

If a Registrant applies to register 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, the Registrant must include in their 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. This requirement does not apply if the Registrant is not restricted from using banking names and descriptions by the relevant provisions of section 97 of the Banking Ordinance (e.g., as a bank authorized under the Banking Ordinance) or by the general consent given by the MA under section 97 of the Banking Ordinance.

Registration of a Domain Name may be refused or cancelled if the Registrant fails to comply with this clause 7.5, or if, in the Registrar's or HKIRC's opinion, the Domain Name registration may lead to the Registrant's 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 at:

[Section 97 of the Banking Ordinance \(Cap.155, the Laws of Hong Kong\)](#)

[Chapter 7 of the Guide to Authorization issued by the MA](#)

## **7.6 Use of the word "insurance", "assurance" or "保險"**

If the Registrant applies 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), the Registrant must provide with the application the written consent issued by the Insurance Authority with respect to the Registrant's use of such Domain Name.

The Registrar or HKIRC may refuse to register or may cancel the registration of a Domain Name if the Registrant does not comply with this Rule 7.6, or the Domain Name registration may lead, in the Registrar's or HKIRC's opinion, to a 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 \(Cap.41, the Laws of Hong Kong\)](#)

## **7.7 Controlled Words**

A Registrant must not apply for a Domain Name which comprises of or incorporates a word the use of which is subject to prohibition or restriction under applicable legislation of the HKSAR ("**Controlled Word**") unless the Registrant is satisfied that its use of the Domain Name will not contravene the provisions of such legislation. Neither HKIRC nor the Registrar assumes any responsibility for vetting Domain Name applications to ensure that the Domain Names do not comprise of or incorporate a Controlled Word.

The Registrar or HKIRC may refuse to register or may cancel the registration of a Domain Name if the Registrant fails to comply with this clause 7.7, or if, in the Registrar's or HKIRC's opinion, the Domain Name registration may lead to the Registrant's contravention of any applicable legislation of the HKSAR.

## **7.8 Other situations giving rise to refusal of a Domain Name**

The Registrar and/or HKIRC 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 national security or interests of

the HKSAR, or otherwise be contrary to any law of the HKSAR. Both the Registrant and the Registrar acknowledge that HKIRC retains the right to conduct final checks on all Domain Name registrations or applications, and reserves the right to refuse the registration or continuation thereof for a Domain Name if HKIRC in its sole discretion deems fit.

## **8. ALLOCATION POLICY**

### **8.1 General allocation of Domain Names**

Subject to any rules, policies or special promotional periods as announced or adopted by HKIRC, all applications to register a Domain Name will be processed on a first-come-first-served basis.

### **8.2 Auctioning of Domain Names**

HKIRC may in its sole discretion decide to auction certain Domain Names that it has reserved or have not been registered. HKIRC will provide notice to the Registrar of any upcoming auctions by posting the details of the auction on HKIRC's website fourteen (14) calendar days before the auction commences.

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

### **9.1 Approval and Activation of a Domain Name**

The day on which HKIRC activates the Domain Name registration shall be the effective date of the registration of the Registrant's Domain Name (the "**Activation Date**"). A Domain Name shall be registered for the term specified by the Registrant in the Domain Name application as accepted by the Registrar.

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

HKIRC may, without limitation as set out in these Registration Policies and in its sole discretion, refuse to register any Domain Name selected by the Registrant. HKIRC is not obliged to provide the Registrar or the Registrant with any reasons or grounds for such refusal but on the Registrant's reasonable request and in its absolute discretion, HKIRC may inform the Registrant of such reasons or grounds.

### **9.3 Provision of services by HKIRC**

HKIRC may, in exceptional circumstances and at its sole discretion, provide the Domain Name Services directly to an applicant or a Registrant.

## **10. EFFECTS OF REGISTRATION**

### **10.1 Right to use Domain Name**

Once the Registrant's application for registration of a Domain Name has been approved, the Registrant shall have the right to use the Domain Name as the Registrant's address on the Internet subject to the Registrant's compliance with these Registration Policies, the Registration Agreement and the Published Policies.

### **10.2 Registration does not constitute ownership**

The Registrant's registration of a Domain Name does not constitute and shall not be used by the Registrant as evidence of ownership of the Domain Name.

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

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

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

By registering a Domain Name neither HKIRC nor the Registrar has made any determination, nor are HKIRC or the Registrar 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, the Registrant shall not use the fact that the Domain Name has been registered as a defence in any legal proceedings brought against the Registrant by any third party in connection with such registration or use of the Domain Name.

### **10.5 Publication of Registrant's personal data**

By applying for a Domain Name, the Registrant consents to HKIRC and the Registrar publishing the Registrant's details, including but not limited to the name, the administrative contact's particulars (including name, address, telephone number(s), fax number, and email address), the dates relating to the registration of the Domain Name and results of any dispute resolution proceedings, if the Registrant's application is approved. The Registrant acknowledges that this information (if it refers to individuals) may be "personal data" for the purposes of Personal Data (Privacy) Ordinance (Cap.486) as amended from time to time. The Registrant acknowledges and agrees that organizations other than HKIRC and the Registrar, as well as members of the public will have access to all or some of such information, for the purpose of obtaining information about the Domain Name registration or any other related purpose pursuant to HKIRC's privacy policy and personal information collection statement.

### **10.6 Registrant to provide accurate personal data**

The Registrant shall provide to the Registrar or HKIRC complete and accurate data and promptly correct and update them during the term of the Domain Name registration.

### **10.7 Registrar to monitor Domain Names**

The Registrar shall monitor status of Domain Names registered through the Registrar and shall at its own initiative or on receipt of any complaint, conduct checks and verify if any Domain Name is being used for phishing, spam advertising or any other unlawful or illegitimate purpose. The Registrar shall delete or suspend a Domain Name if so directed by HKIRC, upon HKIRC's request, or upon receipt of any notice from any government or law enforcement authority (including without limitation the HKSAR Police Force, or the Office of Telecommunications Authority) that the use of the Domain Name or the website referenced by the Domain Name is in breach of any laws, directives, guidelines, codes of practice or regulations issued by such local authorities, is used for or in connection with illegal activities or is in HKIRC's reasonable belief that the continuation of registration of the Domain Name or the operation of any website referenced by the Domain Name is likely to damage, adversely affect, or prejudice the goodwill, reputation and/or operation of HKIRC or the domain name industry in the HKSAR, or may expose HKIRC to the risk of third party claims or civil or criminal prosecution. HKIRC can suspend or delete the Domain Name if the Registrar fails to take action in a specific period.

## **11. NAME SERVERS**

### **11.1 Provision of name servers details**

In order to activate a Domain Name registration, the Registrant must list at least two independent name servers in the application form. These name servers must 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 the Registrant in the application form shall be responsible for and familiar with the Domain Name service and its operation.

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

A Domain Name registration may be cancelled if the name servers listed in the Registrant's 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.

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

If the Registrant does not provide any valid name server details when applying to register a Domain Name, HKIRC or the Registrar may provide temporary name server records from the Activation Date until the records of the Domain Name are modified or the Domain Name registration is cancelled or transferred.

### **11.4 Modifying temporary name server details**



The Registrant can modify the name server details temporarily provided by the Registrar or HKIRC for any newly registered Domain Name of the Registrant in accordance with clause 13.3.

## **12. PASSWORDS**

### **12.1 Account password**

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

### **12.2 Authorisation Code**

In addition to the Account Password, the Registrant will be assigned an authorisation password (also called the "authorisation code") in respect of each Domain Name registration which must be provided by the Registrant 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 the Registrant agrees to allow the change of Registrar for the Domain Name registration.

## **13. MODIFICATION OF DOMAIN NAME DETAILS**

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

### **13.1 Online modification form**

The Registrant may modify a Domain Name registration by submitting a modification request, either to the Registrar directly or through a Reseller.

### **13.2 Modification of contact information**

The Registrar will accept the request for modification of contact information of a Domain Name registration when the correct password for that Domain Name registration is submitted. The Registrar shall send an e-mail notification to both the new and old administrative contacts and technical contacts after the change of contact information is activated.

### **13.3 Modification of name servers**

The Registrar will accept the request for modification of the name servers of a Domain Name registration when the correct password for the Account containing that Domain Name

registration is submitted. The Registrar will send an e-mail notification to the administrative contact and the technical contact on receipt of the online modification form.

## **14. REGISTRAR'S ACTS**

### **14.1 Registrar's actions are binding on the Registrant**

By acting on the Registrant's behalf, the Registrar certifies that it:

(a) is authorized to apply for Domain Name Services on the Registrant's behalf;

(b) is authorized to bind the Registrant to the terms and conditions of these Registration Policies; and

(c) has notified the Registrant of the terms and conditions of these Registration Policies, the Registration Agreement and all Published Policies.

### **14.2 Responsibility for Registrar**

By submitting or proceeding with any applications for Domain Name Services, the Registrant agrees to be responsible for any errors made by the Registrar or its Reseller, and the Registrant's continued use of the Registrar services shall rectify and affirm any unauthorized actions of the Registrar.

### **14.3 No refund of fees due to error by Registrar.**

HKIRC shall not refund any fees paid by the Registrant or the Registrar on the Registrant's behalf for any reason, including, but not limited to, where the Registrar or its Reseller incorrectly provides information in the application process; the Registrar or its Reseller changes or otherwise modifies the Domain Name record of the Registrant incorrectly; or the Registrar; or its Reseller fails to comply with the terms and conditions of these Registration Policies, the Registrar Agreement, the Registration Agreement or any Published Policies. For the avoidance of doubt, HKIRC is not bound by, or obliged to rely on any representations made by, the Registrar.

## **15. CANCELLATION OF DOMAIN NAMES**

### **15.1 Cancellation at Registrant's request**

The Registrant may only cancel its Domain Name registration by submitting a request to the Registrar. The Registrar will accept a cancellation if the information is correct. The Registrar will send an e-mail notification to the administrative contact and the technical contact on receipt of the cancellation request. The Registrar will cancel the Registrant's Domain Name registration if the Registrar does not receive any valid objection within seven (7) calendar days from the date that the Registrar notifies HKIRC, together with the administrative contact of the Domain Name registration.

## 15.2 Cancellation by Registrar or HKIRC

HKIRC or the Registrar may cancel a Domain Name registration for any of the reasons provided in the Registration Agreement or the Published Policies, including but not limited to:

- (a) on receiving a written request from the Registrant in the prescribed form, requesting cancellation of the Domain Name registration; or
- (b) if the Registrant does not pay the Registrar the requisite fees or provide the Registrar with the requisite documentary proof for its Domain Name registration by the due dates, or the Registrar does not pay the requisite fee to HKIRC; or
- (c) pursuant to clause 23.2 when an Arbitration Panel has rendered a decision that the Domain Name registration be cancelled; or
- (d) if the Registrant uses or allows the Domain Name to be used, or acquiesces to the Domain Name being used, in any manner or for any purpose which is illegal or which otherwise violates any law, rule, regulation, order or other legal instrument in force in HKSAR, or if there are reasonable grounds to believe that the Registrant has done or is doing so;
- (e) if HKIRC or the Registrar believe, on reasonable grounds, that allowing the registration of the Domain Name to continue exposes HKIRC or the industry to a real threat or risk (in the sense of not being trivial) that legal action will be taken against HKIRC or the Registrar, whether in HKSAR or in any other jurisdiction;
- (f) if HKIRC or the Registrar believe, on reasonable grounds, that allowing the registration of the Domain Name to continue is likely to damage or adversely affect HKIRC's or the industry's reputation and/or goodwill, whether in HKSAR or elsewhere;
- (g) if HKIRC or the Registrar believe, on reasonable grounds, that allowing the registration of the Domain Name to continue is likely to put HKIRC or the Registrar in conflict with any statutory obligations or the terms of a HKSAR court order;
- (h) if:
  - (i) the Registrant breaches any of the terms of these Registration Policies, Published Policies or the Registration Agreement; or
  - (ii) the Registrant's Domain Name registration is challenged by a third party who has applied to a Dispute Resolution Service Provider (as defined in the DNDRP) for resolution of the dispute and the Registrant refuses to submit to the arbitration proceedings in accordance with the DNDRP; or
  - (iii) in HKIRC's or the Registrar's determination, registration and use of the Domain Name contravenes any of these Registration Policies, Published Policies, or the relevant Registration Agreement; or
  - (iv) in HKIRC's or the Registrar's determination, fraud was committed in the registration process for the Domain Name, any information provided by the Registrant is false or misleading, or any information which is material to the decision to register the Domain Name or to continue to provide the Registrant with domain name registration services has been concealed or omitted; or
  - (v) the name servers listed in the Registrant's 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 either HKIRC or the Registrar decide in their sole discretion that it is undesirable or unsuitable to maintain the registration of the Domain Name; or
- (j) if the Registrant is an individual, on the completion of the probate period for his/her estate; or
- (k) if the Registrant is a company or organisation, on its dissolution or striking off from the Register of Companies in the HKSAR, or on the completion of its liquidation or winding-up period.

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

If any of the events stated in clause 15.2(h) occur, the Registrar shall send the Registrant a written notice, describing the reason for the proposed cancellation of the Domain Name registration. The Registrant has seven (7) calendar days from the date the Registrar sends to the Registrant the notice to provide evidence satisfactory to the Registrar that the reason for cancellation no longer exists or is not justified. If the reason for cancellation is due to the Registrant's alleged breach of these Registration Policies, the Registrant must provide evidence satisfactory to show that it has not breached these Registration Policies, or alternatively that such breach has been remedied.

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

The cancellation of the Domain Name registration shall take effect:

- (a) for cancellation under clause 15.2(a), seven (7) calendar days after the Registrar has received a written request from the Registrant in the prescribed form for the cancellation of the Domain Name registration;
- (b) for cancellation under clause 15.2(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 19.5;
- (c) for cancellation under clause 15.2(c), on the day after the end of the fourteen (14) calendar days after the Registrar receives notice of such decision;
- (d) for cancellation under clause 15.2(d), with immediate effect on giving the Registrant notice;
- (e) for cancellation under clause 15.2(e), with immediate effect on giving the Registrant notice;
- (f) for cancellation under clause 15.2(f), with immediate effect on giving the Registrant notice;
- (g) for cancellation under clause 15.2(g), with immediate effect on giving the Registrant notice;
- (h) for cancellation under clause 15.2(h), on the day after the end of the seven (7) calendar day period described in clause 15.3 unless the Registrant has provided the Registrar or HKIRC with evidence satisfactory to the Registrar that the reason for cancellation no longer exists or is not justified;
- (i) for cancellation under clause 15.2(i), on the day after the end of the fourteen (14) calendar days after the Registrar or HKIRC notifies the Registrant of the exercise of discretion under clause 15.2(i);
- (j) for cancellation under clause 15.2(j), on the day the Registrar has notice of the completion of the probate period;

(k) for cancellation under clause 15.2(k), on the day the Registrar has notice of the dissolution or striking off from the Register of Companies of the HKSAR or the completion of the liquidation or winding-up.

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

Save for the situation stipulated in clause 7, once a Domain Name registration has been cancelled pursuant to this clause 15, the Domain Name shall be available for registration again after a black-out period with a date range determined by HKIRC. The maximum period for a black-out period shall be ninety (90) calendar days.

## **16. UNAUTHORIZED CANCELLATIONS**

### **16.1 Objections to unauthorized cancellations**

If during the notification period in clause 15.1 the Registrant claims that any cancellation request relating to the Domain Name was submitted without its authorization and the Registrant objects to the cancellation, the Registrant must submit with its objection documentary proof satisfactory to the Registrar that it is the authorized Domain Name holder before the Registrar will disallow the cancellation.

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

If, during the notification period in clause 15.1, the Registrant claims that any cancellation request relating to its Domain Name was submitted without its authorization but it decides to approve the cancellation, before the Registrar will allow the cancellation. The Registrant must:

(a) submit with the Registrant's claim documentary proof satisfactory to the Registrar that it is the authorized Domain Name holder; and

(b) resubmit a cancellation request to the Registrar.

## **17. INFORMATION TO BE PROVIDED BY REGISTRANT TO REGISTRAR**

### **17.1 Form of applications**

All applications for Domain Name Services shall be made, in the form and manner prescribed from time to time, by the Registrar.

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

The Registrant shall promptly inform the Registrar of any changes, amendments or corrections to any information the Registrant has provided to the Registrar within fourteen (14) calendar days of the occurrence of such changes, amendments or corrections.

## **18. FEES**

### **18.1 Payment of fees**

The Registrant shall pay the prescribed charges for the Domain Name Services and any of other services offered from time to time by the Registrar to the Registrant.

## **18.2 Method of Payment**

All Fees should be paid by any means to the Registrar as prescribed by the Registrar from time to time.

## **18.3 Payment of Fees by Registrar to HKIRC**

HKIRC may at times first seek payment from the Registrar for any Fees payable by the Registrar to HKIRC in respect of the Domain Name Services. If the Registrar fails to pay the Fees to HKIRC for whatever reason, HKIRC shall have the right to recover the Fees from the Registrant. All Fees shall be payable by the Registrar to HKIRC. HKIRC may (but shall not be obliged to) deduct such fees held in the HKIRC Registrar Account.

## **18.4 Service dependent on fees being paid**

Domain Name Services will only be rendered to the Registrant after HKIRC has received due payment of the applicable Fees from the Registrar.

## **19. RENEWAL OF DOMAIN NAME**

### **19.1. Conditions for renewal**

The Registrant may renew its Domain Name in accordance with these Registration Policies provided that:

(a) the Registrant has paid all applicable Fees;

(b) the Registrant has not breached any of the provisions of these Registration Policies, the Published Policies or the Registration Agreement.

; and

(c) the Domain Name is not reserved by HKIRC in accordance with clause 7.

### **19.2 Renewal of Domain Name registration**

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

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

When the Registrant renews its Domain Name registration the Registrant must elect a further Contract Period which is a Contract Period allowed by the Registrar for its Domain Name registration.

#### **19.4 Renewal fees**

Renewal is subject to the fees prescribed by the Registrar under the relevant Registration Agreement, and shall be due on the first day after the end of the Contract Period. The Registrar will send an email reminder to the billing contact and the administrative contact for the Domain Name as recorded in the WHOIS records (or just the administrative contact if there is no recorded billing contact) stating when payment of the renewal fee is due.

#### **19.5 Failure to pay renewal fee**

If the Registrant fails to pay the renewal fee by the due date, the Registrar will cancel the Registrant's Domain Name registration and the Domain Name will enter a black-out period. During the black-out period the Registrant may apply to reinstate its Domain Name provided the Registrant pays the renewal fee, the late charge, and any other outstanding fees. If the Registrant does not apply to reinstate the Registrant's Domain Name registration during the black-out period the Domain Name may be released into the public domain.

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

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

The Registrant (in this clause referred to as "**Transferor**") may transfer the registration of its Domain Name to another party (the "**Transferee**") in accordance with the provisions set forth in these Registration Policies, the Published Policies and the Registration Agreement, provided:

- (a) the Transferor and the Transferee mutually consent to the transfer and jointly execute a Transfer Form and Transfer Procedure as prescribed by the Registrar or the transfer is ordered by the Court or the Dispute Resolution Service Provider according to the DNDRP;
- (b) the Transferee:
  - (i) complies with the eligibility requirements set out in these Registration Policies, the Published Policies and the Registration Agreement applicable to the Domain Name that is being transferred;
  - (ii) shall be bound by the terms and conditions of these Registration Policies, Published Policies and the Registration Agreement,; and
  - (iii) pays the prescribed Fees as set out, if any, by the Registrar; and
- (c) Registrar of the Transferor or the Transferee pays any Fees that are owing and due to the HKIRC 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 DNDRP.

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

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

If the Registrant is put into liquidation or wound-up, its Domain Name registration may only be transferred by a properly appointed liquidator or receiver on provision of documentary proof satisfactory of their appointment. If the Registrant's Domain Name is not transferred during the liquidation or the winding-up period, the Domain Name registration owned by the Registrant may be cancelled on notification of the completion of the liquidation or winding-up.

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

If the Registrant is a company and is dissolved or struck off the Register of Companies in the HKSAR or country where the company is registered, the Registrar or HKIRC may cancel the Registrant's Domain Name registration on receiving notification or otherwise becoming aware of the dissolution or striking off.

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

If the Registrant is an individual, on his/her death the Domain Name registration of the Registrant may only be transferred by a properly appointed executor of the Registrant's estate on provision of documentary proof satisfactory to the Registrar of their appointment. If the Registrant's Domain Name is not transferred during the probate period, the Registrar or HKIRC may cancel the Domain Name registration on notification of the completion of the probate.

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

The Registrar or HKIRC 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.

## **20.6 No other means of transfer**

The Registrant may not assign any of the Registrant's rights under the Registration Agreement or otherwise in respect of the Domain Name registration, other than in accordance with the terms of the Registration Agreement. Any attempt by the Registrant's creditors to obtain an interest in the Registrant's rights shall not be recognised and may render the Domain Name registration void at HKIRC's or the Registrar's sole discretion.



## **21. CHANGE OF REGISTRAR**

### **21.1 Changes in accordance with Registration Policies**

The Registrar shall not prevent a Registrant from changing the Registrar of record save in accordance with these Registration Policies, the Registration Agreement and the Published Policies.

### **21.2 Registrar to ensure Domain Name registration can be transferred**

The Registrar shall ensure that the Registrant can easily transfer registered Domain Names to another registrar in accordance with the Published Policies, the Registration Agreement and these Registration Policies.

### **21.3 Change of status of Registrar**

In the event that:

- (a) the Registrar is no longer a registrar; or
- (b) the Registrar's HKIRC Accreditation is terminated; or
- (c) the Registrar Agreement is terminated by HKIRC,

the Registrar shall immediately give notice to all Registrants to whom such Registrar is as at the date of the occurrence of any of the events set out in this clause 21.3, providing the Domain Name Services and the Registrar shall inform the Registrants that they should transfer the registered Domain Name to a new registrar in accordance with the Published Policies. If the Registrant fails to elect a registrar and effect the transfer, HKIRC shall be entitled to transfer the Domain Name registration to HKDNR, together with any personal data held by the previous Registrar in relation to the Registrant.

In the event that the Registrar Agreement between HKIRC and the Registrar is terminated, the Registrar must not charge the Registrant any fee for the transfer of the registered Domain Name to another registrar. The Registrar shall take all necessary actions to preserve the rights of its Registrants.

### **21.4 Authorisation Code as proof of Registrant's wish to transfer Domain Name registration**

Where a Registrant requests a change of registrar from the Registrar, the Registrant shall provide the new Registrar with the Authorization Code generated by HKIRC. The Registrar can request HKIRC to provide this Authorization Code by sending it to the Registrant's email address. The Registrar shall not, if requested to do so by a Registrant, refuse or incur unreasonable delay to make such a request to HKIRC. The Authorization Code is proof of the Registrant's desire to change Registrars. When the new Registrar has received the Authorization Code from the Registrant, the new Registrar must submit the request to change Registrar to HKIRC. The change will be effected on the same day, or within a number of days as specified by HKIRC. If the change of Registrar was requested without the knowledge and authorisation of the Registrant, the old Registrar or the Registrant can object to the change by providing a signed letter to HKIRC with documentary proof of the legal status of the Registrant. HKIRC will roll back to the original Registrar if HKIRC determines that the objection is valid and acceptable.

### **21.5 Change of Registrar for Domain Name Registrations under HKNIC Registration Agreement Version 1.x or 2.xx**

If the Registrant of a Domain Name registered under HKNIC Registration Agreement Version 1.x or 2.xx ( 'Contract Version' field displaying 'Old' in the WHOIS search result for the Domain Name) elects to change the Registrar from HKDNR to another Registrar ("New Registrar"), the Registrant shall acknowledge and accept that the Domain Name registration will be subject to the terms and conditions of the then current registration agreement of the New Registrar. For the avoidance of doubt, in the event that the Registrant of this Domain Name elects to change the Registrar back to HKDNR in the future, the domain name registration shall be subject to the latest version of Registration Agreement of HKDNR.

## **22. TERMINATION OF REGISTRATION POLICIES**

### **22.1 Termination Date**

These Registration Policies shall terminate on the date on which the cancellation of registration of the Registrant's Domain Name becomes effective (the "**Termination Date**") under clause 15.

### **22.2 Survival of clauses**

On the Termination Date, the provisions of these Registration Policies shall terminate except for clauses 1, 10.3, 10.4, 10.5, 21, 22, 23, 24, 25 and 27 which shall survive the termination of these Registration Policies.

### **22.3 No recourse on termination**

The Registrant shall have no claims or recourse whatsoever against the Registrar or HKIRC on termination of the Registration Agreement. For the avoidance of doubt, there shall be no refund to the Registrant, whether in whole or in part, of any fees which have been paid to HKIRC through the Registrar prior to the termination of these Registration Policies.

## **23. DISPUTE RESOLUTION**

### **23.1 Application of DNDRP**

When a Domain Name registration registered by the Registrant is challenged by a third party, the dispute will be handled and governed by the DNDRP.

### **23.2 Arbitration or court proceedings**

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

### **23.3 Decision of arbitration panel final and binding**

Any decision made by an arbitration panel duly appointed by a Dispute Resolution Service Provider shall be final and binding. The Registrant shall abide by such decision. If the decision provides that the Domain Name registration shall be cancelled, the Registrar shall wait for ten (10) business days after receiving the decision before cancelling the Domain Name.

Where the Registrar does not execute the decision without giving a reason acceptable to HKIRC in its reasonable discretion, HKIRC shall execute the decision of the dispute.

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

Where the Registrant wishes to relinquish its Domain Name registration in dispute and to register a new Domain Name so as to avoid complaint proceedings and/or litigation, the Registrar may assist the Registrant with such application subject to the provisions below and allow the Registrant to maintain both Domain Names simultaneously for up to thirty (30) calendar days to facilitate an orderly transition to the new Domain Name registration. The Registrar will provide such assistance to the Registrant only if the Registrant:

- (a) submits an application form requesting the registration of a new Domain Name together with the prescribed Fees;
- (b) submits a written request for assistance, including identifying the Registrant's desired new Domain Name; and
- (c) provides the Registrar with a copy of the settlement agreement between the Registrant and the third party challenging the Registrant's 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 the Registrant's proposed new Domain Name for a thirty (30) day period.

#### **23.5 No modification to Domain Name registrations during a dispute**

If HKIRC or the Registrar is notified that a complaint has been filed pursuant to the DNDRP or a writ has been filed with a HKSAR court in relation to a Domain Name, HKIRC or the Registrar have the right to suspend or reject any transfer application made in respect of the Domain Name or any online modification (including deletion) of the Domain Name registration until:

- (a) the resolution of the dispute by the Arbitration panel; or
- (b) HKIRC or the Registrar is otherwise directed by the Arbitration Panel; or
- (c) HKIRC or the Registrar receives notice from the Registrant 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) the Registrant relinquishes the Domain Name pursuant to Clause 23.4.

### **24. INDEMNITY**

#### **24.1 Indemnity to HKIRC**

The Registrant hereby agree to defend HKIRC, indemnify HKIRC and hold HKIRC harmless, including HKIRC's 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 HKIRC which are directly or indirectly related to any claim, action, or demand arising out of or related to the registration or use of the Registrant's Domain Name brought by the Registrant or any third party.

## **24.2 Indemnified parties to notify the Registrant of claims**

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

## **25. LIMITATION OF LIABILITY**

### **25.1 Limitation of HKIRC's liability**

HKIRC 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 HKIRC's 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 the Domain Name, password, authorisation code or other security authentication option;
- (f) resulting from errors, omissions, or misstatements in any and all information or service(s) provided under these Registration Policies;
- (g) that the Registrant may incur in connection with the processing of the application for the Domain Name Services, HKIRC's processing of the authorized modification of the Registrant's Domain Name record or the Registrar's failure to pay any fees, including the initial registration fee or renewal fee; or
- (h) as a result of the application of the DNDRP; or
- (i) as a result of the exercise of HKIRC's powers under clause 15.

### **25.2 No immunity**

Registration of the Registrant's chosen Domain Name does not confer immunity on the Registrant from objection to either the registration or use of the Domain Name.

### **25.3 Disclaimer of warranties**

HKIRC expressly disclaims 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. HKIRC does not warrant:

- (a) that HKIRC's service will meet the Registrant's requirements;
- (b) that HKIRC's services will be uninterrupted, timely, secure, or error free;
- (c) as to the results that may be obtained from the use of HKIRC's services.

### **25.4 Use of material from HKIRC's website**

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

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

As internet communications may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission, HKIRC excludes any liability for failures, malfunctions in communications facilities not under HKIRC's control that may affect the accuracy or timeliness of messages and transactions sent or received by the Registrant or the Registrar and HKIRC.

### **25.6 Hypertext links on HKIRC's website**

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

### **25.7 No right to recover from HKIRC**

The Registrant shall not seek to recover and shall not be entitled to recover from HKIRC or to be indemnified by HKIRC against any direct, indirect or consequential loss or damage or any claim, proceedings, cost, demand, liability or expense howsoever sustained, incurred or paid by the Registrant to any party in respect of any of the matters specified in these Registration Policies.

## **25.8 No liability for indirect losses**

HKIRC will not be liable for the cancellation and/or loss of use (for whatever reason and whether temporary or otherwise) of the Registrant's 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 HKIRC has been advised of the possibility of such damages.

## **25.9 HKIRC's maximum liability**

In no event shall HKIRC's maximum liability under these Registration Policies exceed 125% of the registration fees paid by the Registrar to HKIRC for the Registrant's Domain Name in respect of a particular period of registration.

## **26. AMENDMENTS TO THESE REGISTRATION POLICIES**

HKIRC reserves the right to amend these Registration Policies at any time. Each time HKIRC amends these Registration Policies, HKIRC will publish the amended version of these Registration Policies in advance (where practicable, fourteen (14) calendar days in advance) on HKIRC's web site: [www.hkirc.hk](http://www.hkirc.hk). Each amended version of these Registration Policies will become binding and effective on the Registrar, the Registrant and HKIRC on the effective date specified at the top of the amended version, and will replace all previous versions of the Registration Policies. The Registrar and the Registrant should review HKIRC's web site regularly in order to be aware of all such amendments.

## **27. ASSIGNMENT**

### **27.1 Registrant may not assign**

The Registrant is not entitled to assign any rights or obligations under these Registration Policies except by transferring its Domain Name registration in accordance with clause 20.

### **27.2 HKIRC may assign**

HKIRC is entitled to assign any or all of its rights and obligations under these Registration Policies. If HKIRC does assign any rights or obligations under these Registration Policies, for whatever reason, the Registrar and the Registrant shall:

- (a) prior to the date of assignment, pay HKIRC in full all monies owed by them respectively to HKIRC; and

(b) have no claims or recourse whatsoever against HKIRC. For the avoidance of doubt, there shall be no refund, whether in whole or in part, of any fees which have been paid to HKIRC prior to the assignment of these Registration Policies unless the Registrant elects not to be transferred to the new registry.

Registrant and Registrar agree, if HKIRC assigns its rights and obligations under these Registration Policies to a new registry, that all information and data, including personal data, pertaining to their Domain Name registrations will be transferred to the new registry.

## **28. GENERAL TERMS**

### **28.1 Notices**

All notices or reports permitted or required under these Registration Policies shall be in writing and shall be delivered by personal delivery, facsimile transmission, registered mail, courier service and/or where possible, by electronic mail. Notices shall be deemed given on:

(a) personal delivery; or

(b) two (2) Business Days after the date of postage or dispatch 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.

### **28.2 Communication by e-mail**

All communications between HKIRC and the Registrar, and between HKIRC and the Registrar and the Registrant, in relation to the Domain Name Services shall be via email. The e-mail addresses HKIRC and the Registrar 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).

### **28.3 No agency or partnership**

Nothing contained in these Registration Policies shall be construed as creating any agency, partnership, or other form of joint enterprise between the Registrar, the Registrant and HKIRC.

### **28.4 No waiver**

The failure of either party to require performance by the other party of any provision of these Registration Policies shall not operate as a waiver of that provision or affect the right of a party to require performance of that provision at any future date. The waiver by either a party of a breach of any provision of these Registration Policies shall not be taken or held to be a waiver of the provision itself. Notwithstanding anything in these Registration Policies, the Registration Agreement or the Published Policies, HKIRC may in its absolute discretion waive any rights that HKIRC may have under these Registration Policies or the operation of any

term or condition which is to HKIRC's benefit.

#### **28.5 Severance**

If any provision of these Registration Policies 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. The Registrar and the Registrant consent to HKIRC amending or replacing the unenforceable or invalid provision with one that is valid and enforceable and which achieves, to the fullest extent possible, HKIRC's original objectives and intent as reflected in the original provision.

#### **28.6 English version of Registration Policies will prevail**

In the event of any discrepancy between the English and Chinese versions of these Registration Policies, the English version shall prevail.

#### **28.7 Governing law and jurisdiction**

These Registration Policies 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.



