

Trusted .hk Registrar Program Application Form

(for HKIRC-Accredited Registrar)

- Please encrypt this form if sending via email -

(Email to: registrar@hkirc.hk)

We, _____ (name of the applicant who is also an HKIRC-Accredited registrar in Hong Kong) are writing to apply for certification of our domain name registration services under the Trusted .hk Registrar Program (the “Program”).

Our Contact Persons’ information (up to 3)

Section 1: Contact Persons				
(HKIRC or the appointed independent auditors (“Auditors”) will contact them for any matters related to the Program)				
Name	Company	Title	Email address	Phone No.

I am the _____ (position) of the applicant and I hereby confirm that I am duly authorized by the applicant to sign this application form on behalf of the applicant. I declare that, to the best of my knowledge, the applicant has met the criteria required for becoming a Trusted .hk Registrar as set out in Section 2 herein below.

Section 2: Criteria
a. InfoSec Policy shall be in place. You should also demonstrate that you have informed the public of the existence of this policy on your website
b. Incident Response Procedure and Business Continuity Plan shall be in place. You should also demonstrate that you have informed the public of the existence of these documents on your website
c. Incident Response Drill shall be conducted at least once a year
d. Shall commit to providing fast response to phishing reports and security incidents
e. Shall provide functions to safeguard the security of domain name holders when managing their domain names online e.g. 2-factor authentication, eCert, etc. by logging in domain name accounts on the registrar’s website.
f. Shall have service level commitments to your customers that are usually above the industry standards on domain name related service such as availability of DNS Hosting, website, email service, etc; and that the applicant has met the service level commitments in the past years.

Applicants can upgrade to become a “Gold” Trusted .hk Registrar by fulfilling any 3 of the following requirements.

- | |
|---|
| g. Provision of DNSSEC |
| h. Conduct security audit not less than once every 5 years |
| i. Be ISO27001 Certified |
| j. Provide 7x24 hotline service |
| k. Provide domain name related security services e.g. registrar lock, anycast, .hk LOCK, etc. |

Please check the below box if appropriate:

I also declare that the applicant has met the criteria required by HKIRC to become a “Gold Trusted .hk Registrar”.

I have read the Terms and Conditions of the Program and agree that the applicant shall be bound by them as amended by HKIRC from time to time. I also understand that HKIRC will pass the necessary information of the applicant, including but not limited to personal data, to the Auditors for the purpose of auditing. The applicant authorizes the Auditors to contact any of the Contact Persons and agrees to provide information or documents to the Auditors for this purpose.

I declare that, to the best of my knowledge, the applicant has met the criteria stated in Section 2 in this application form. I understand that HKIRC has the right and discretion not to accept, to refuse or to reject the application without giving any reason.

Yours sincerely,

For and On behalf of the applicant

Put company chop here:

Name:

Position:

Email address:

Date:

Remarks

Our collection of the above contact information is solely for the purpose of Trusted .hk Registrar Program operations and communications. The information will be handled and retained in strict confidence and will not be passed to any unrelated third parties without your consent unless for the purpose of validity verification.



Hong Kong Internet
Registration Corporation Limited
香港互聯網註冊管理有限公司

Terms and Conditions of Trusted .hk Registrar Program

Version 1.0

- Effective 2 November 2015 -

Please read these terms and conditions and the schedule annexed hereto carefully before applying for certification under the Trusted .hk Registrar Program (“Program”). Your application represents that you have read and agree to be bound by these terms and conditions of the Program and any subsequent revisions to such terms and conditions.

Introduction. This document containing these terms and conditions (“**Terms and Conditions**”) and the Schedule (collectively “**this Agreement**”) is a contractual document between You and Hong Kong Internet Registration Corporation Limited (“**HKIRC**”). A description of the certification procedure is available at Schedule 1 - the Trusted .hk Registrar Program Procedure (the “**Program Procedure**”). “.hk” means the country-code top level domain name of .hk or .香港. This Agreement shall automatically terminate upon termination of the Registrar Agreement between you and HKIRC, which is a separate agreement regarding the accreditation of you to become a HKIRC-Accredited registrar made between you and HKIRC.

1. Description of Program

- a) **Trusted .hk Registrar Program.** It is an accreditation program provided by HKIRC to its accredited registrars in Hong Kong (the “Registrars”). This is an initiative to improve the security standard of the Registrars. Upon verification by the independent auditors appointed by HKIRC that a Registrar has met the prescribed criteria, the Registrar will be awarded a ‘Trusted .hk Registrar’ Certificate (the “Certificate”) signifying your certification under the Program (the “Certification”). The Registrar will also be granted a non-transferrable licence (the “Licence”) to use the certification trade mark illustrated in Illustrate 1.1 below for ‘Trusted .hk Registrar’ or the certification trade mark illustrated in Illustrate 1.2 below for ‘Gold Trusted .hk Registrar’ (as the case may be) (the “Logo”) in relation to the domain name registration services provided by the

Registrar.

Illustrate 1.1



Illustrate 1.2



- b) **Program Procedure.** The Program Procedure is illustrated in Schedule 1 of this Agreement.
- c) **Contact by Third Parties.** Third Parties, such as independent auditors appointed by HKIRC (the “Auditors”) may contact you at any reasonable time for the purpose of carrying out validity checking and audit and all other evaluation activities as requested by HKIRC to approve your application or review the Certification under this Program. They may request from you information and documents in relations to the operation of your company and all other relevant material for the purpose of considering your application and renewal of all certification, rights or licences granted to you under this Program. You shall co-operate and provide information and documents which may reasonably be requested by the Auditors within 7 days upon receiving such request. In the case you refuse to co-operate, HKIRC may cancel your application or terminate all certification, rights or licences granted to you under this Program without giving any refund for any payment made under this Agreement.
2. **Commencement.** HKIRC will inform you or the Contact Persons of the status of your application by email. If your application is successful, HKIRC will send you the Certificate and inform you of the commencement date of your certification (the “Commencement Date”). This Agreement will take effect from the Commencement Date and will remain in force until termination of this Agreement in accordance with the terms of this Agreement.
3. **Consideration.** In consideration of HKIRC making the Program available to you under this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, you agree to perform your obligations under this Agreement and comply with the terms herein.

Additional fees may be required by HKIRC from time to time in relation to the provision of additional services. HKIRC will confirm the amount of such additional fees with you prior to the provision of any additional services. You are required to pay such addition fees within 14 days upon receiving such request from HKIRC.

4. **Duration.** The term of this Agreement is for one (1) year commencing on the Commencement Date unless terminated earlier in accordance with the terms of this Agreement. You shall continue to meet the criteria stated in Schedule 1 regarding ‘Trusted .hk Registrar’ or ‘Gold Trusted .hk Registrar’ (as the case may be) during the term of this Agreement. In the event invalidity in the application form is found, HKIRC has the right to terminate this Agreement and any certification, right and licence granted to you immediately. The Program will be renewed automatically provided that you continue to meet the current and new criteria required by HKIRC and are in compliance with the terms of this Agreement, unless this Agreement is terminated pursuant to the terms of this Agreement.

5. **Change of Criteria.** HKIRC may change the criteria or impose additional criteria for certification of ‘Trusted .hk Registrar’ or ‘Gold Trusted .hk Registrar’ from time to time. HKIRC shall give you due notice of any changes to its criteria for certification by email. You are required to comply with such changes within the specified period stated on such notice. HKIRC or the Auditors shall verify that you comply with the new requirements.

6. **Failure to Comply**

You shall continue to meet the current and new criteria required by HKIRC for this Program. You shall inform HKIRC without delay, of matters that may affect the capability of your organization to continue to fulfill those criteria. Failure to notify HKIRC may result in suspension of your rights, the Certification or the Licence under the Program. HKIRC also has the right, whether by itself or through the Auditors at any time to check whether you are in compliance with those criteria. In the event HKIRC found that you have not met those criteria, you will be given 7 days to rectify the situation. Failure to rectify will result in termination of this Agreement together with any certification, right and licence granted to you.

7. Use of the Logo

(a) The Logo may only be used during the term of this Agreement and whilst you continue to meet the relevant criteria.

(b) The Logo may be used only in conjunction with your organization's name and/or your organization's website, stationery, literature and publicity material to the extent authorised by HKIRC.

(c) The Logo shall not be used on a product or affixed in any way that may be interpreted as denoting product certification or conformity.

(d) When using the Logo on your organization's website, a hyperlink connected to HKIRC's disclaimer (can be found on www.hkirc.hk) shall be inserted in accordance with the guidelines or regulations issued by HKIRC from time to time.

(e) In all cases the Logo must appear in the proximity of the relevant certification mark. When using the Logo, you must ensure that it is represented in a manner that is in accordance with the following guidelines:

For the certification trade mark of 'Trusted .hk Registrar':



100C 0M 0Y 0K



85C 50M 0Y 0K



100C 95M 5Y 0K

Recommended size: 400px x 400 px

For the certification trade mark of ‘Gold Trusted .hk Registrar’:



0C 0M 100Y 0K



0C 50M 100Y 0K



40C 70M 100Y 50K

Recommended size: 400px x 400 px

8. Use of Certification

(a) Use of the Certification is restricted to business purposes and only on documents or websites intended for business correspondence and within the context of advertising.

(b) Certification of domain name registration services provided by your organization may be used in advertising and publicity only in accordance with the guidelines or regulations issued by HKIRC from time to time.

(c) You may not use the certification in such a way as to bring HKIRC or the Program into disrepute.

9. Your Obligations.

(a) You must ensure that your domain name registration services for which certification has been granted, comply with the requirements and regulations of

the Program including but not restricted to -

(i) the criteria on which the certification is based and any subsequent changes to the criteria imposed by HKIRC from time to time, and

(ii) punctual payment of any fees or charges which may be agreed to from time to time between you and HKIRC.

(b) You must not make any direct or implied claim that the Logo covers an activity, or activities, which are outside the scope of certification that has been granted.

(c) You must not assign or otherwise transfer all or any part of the rights or licences granted under this Agreement to any third party.

(d) You acknowledge that the Logo or any other marks used in connection with the Program is the intellectual property of HKIRC or its successors or assigns. You agree that all uses of the Logo hereunder shall inure to the benefit of HKIRC, and that only HKIRC is and shall be entitled to registration of the Logo in HKSAR or any other jurisdiction. You shall not apply for registration of the Logo and agree that if you do so in violation hereof, any applications or registrations that may be issued shall be deemed automatically assigned to HKIRC. You agree not to use the Logo in any part of your business other than that authorized by HKIRC.

10. Termination

10.1 **Termination on request.** Either you or HKIRC can request to terminate this Agreement by giving at least 14-day prior notice to the other party. In the event the termination is from you, the termination request shall be in writing and sent by any one of the Contact Persons by email to registrar@hkirc.hk. HKIRC will send an acknowledgment email to the email addresses of all the Contact Persons. In the event the termination is from HKIRC to you, HKIRC will send the termination request to any of the Contact Persons by email.

10.2 **Termination by us.** We shall be entitled to terminate this Agreement:

- (a) unless otherwise agreed mutually, on the same day the Registrar Agreement between you and HKIRC is terminated; or
- (b) if you do not pay HKIRC the requisite fees by the due dates; or

- (c) if you failed to meet the current and new criteria required by HKIRC for this Program, or
- (d) if any action of you related to this Program or your participation in the Program, shall in any manner or for any purpose be regarded as illegal or which otherwise violates any law, ordinance, rule, regulation, order or other legal instrument in force in HKSAR, or if HKIRC has reasonable grounds to believe that you have done or are doing so or
- (e) if HKIRC believes, on reasonable grounds, that any action of you related to this Program or your participation in this Program will expose HKIRC to a threat or risk that legal action will be taken against HKIRC, whether in HKSAR or in any other jurisdiction, or
- (f) if HKIRC believes, on reasonable grounds, that any action of you related to this Program or your participation in this Program is likely to damage or adversely affect the reputation and/or goodwill of HKIRC in HKSAR or elsewhere; or
- (g) if HKIRC believes, on reasonable grounds, any action of you related to this Program or your participation in this Program is likely to put HKIRC in conflict with any statutory obligations or the terms of a HKSAR court order; or
- (h) if:
 - i. you breach any of the terms of this Agreement or
 - ii. in the determination of HKIRC, your participation in the Program contravenes any of the terms of this Agreement; or
 - iii. in the determination of HKIRC, fraud was committed in the application process for the Program, any information provided by you to HKIRC is false or misleading, or any information which HKIRC considers material to its decision to grant you all certification, rights or licence under this Program or to continue to provide you with all certification, rights or licence under the Program has been concealed or omitted; or
 - iv. if HKIRC decides in its sole discretion that it is undesirable or unsuitable to continue your certification or licence under the Program; or
 - v. if you are a company or organization, on your dissolution or striking off from the Register of Companies in the

HKSAR, or on the completion of your liquidation or winding up period; or

- vi. If HKIRC considers in its sole discretion that your behavior or conduct, whether or not related to this Program, is inappropriate.

10.3 Notice of termination of Program. If any of the events stated in 10.2 occur, HKIRC shall send you a written notice describing the reason for the cancellation of all certification, rights and licence granted to you under the Program. HKIRC can at its discretion terminate this Agreement with you immediately or at the time HKIRC thinks fit. If the reason for termination is due to your alleged breach of any terms and conditions under this Agreement and you wish to object, you must provide evidence satisfactory to HKIRC to show that you have not breached such terms and conditions, or that such breach has been rectified. HKIRC shall have absolute discretion in determining whether the termination shall stand.

10.4 Consequence of termination. You will be no longer eligible to use the designation of “Trusted .hk Registrar” or ‘Gold Trusted .hk Registrar” (depends on the criteria met) after the termination of this Agreement. You will also be ineligible to use the Certificate and the Logo. You shall stop using the designation, Certificate and Logo immediately after termination.

10.5 Survival of clauses. On the date of termination of this Agreement, the provisions this Agreement shall terminate except for clauses 10.4, 10.6, 11, 12, 13, 14 and 15 which shall survive the termination of this Agreement.

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

11. Collection of Personal Data. The information provided by you or any other person in relation to the Program is collected by HKIRC solely for the purpose of communication and verification in relation to the Program. The information will be handled and retained in strict confidence and in accordance with the Personal Data (Privacy) Ordinance of the HKSAR.

12. **Publication of Your Name.** By applying for the Program, you consent to us publishing your organization name and the status of application or renewal. HKIRC shall be entitled to allow other registrars and members of the public to access such information for the purpose of obtaining information about the registrar or the Program.
13. **Indemnity.** Neither HKIRC nor its officers, directors, committee members, employees, agents and others acting on its behalf (collectively, the "Indemnified Parties") shall be liable to you for any actions taken or omitted in connection to providing the Program to you. You hereby release HKIRC and the Indemnified Parties from any liability for any such actions or omissions. You further agree to defend HKIRC, indemnify HKIRC and hold HKIRC harmless as the Program provider, including 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 brought or threatened by any third parties, arising out of or related to: (i) your participation in the Program, (ii) any breach by you of this Agreement, (iii) any failure by you or your authorized agents to comply with applicable laws, (iv) the services provided by you, (v) any unauthorized representation, warranty, agreement or the like, express or implied, made by you or your authorized agents to or with any third party with respect to the Program or HKIRC, or (vi) acts or omissions taken by you in connection with the use of the Logo and the Certification. Notwithstanding the above, HKIRC expressly reserves the right to retain separate legal representation to defend or settle any such claims on its own.
14. **Limitation of our liability.** HKIRC disclaims any and all loss or liability including, but not limited to, loss or liability resulting from:
- (a) the delays of Program process, accreditation, cancellation, rejection or refusal of the Program due to any reason, including but not limited to failure to get into contact with the valid Contact Person(s) by HKIRC or delays in internet or telecommunications transmissions howsoever caused.
 - (b) system or processing errors or delays;
 - (c) non delivery or mis-delivery of requests or data;
 - (d) acts of God;

- (e) the unauthorized use or misuse of the Program, or other security authentication option;
- (f) errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement that you may receive in connection with the processing of the application for the Program, the processing of the authorized modification;
- (g) any changes of conditions or requirements during the time when the Program is applied for.

HKIRC shall have no liability for any losses you may suffer as a result of the Program or the cancellation of the Program, including but not limited to liability for direct, indirect, special, incidental or consequential losses howsoever caused. HKIRC's maximum liability under these Terms and Conditions shall not exceed 100% of the total fees paid by you under this Program.

15. Disclaimer of warranties. HKIRC expressly disclaims all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose.

16. Amendments to the Terms and Conditions. HKIRC reserves the right to amend this Agreement at any time. Each time the amendment is made, HKIRC will notify you the amended version of any terms in this Agreement by email in advance (where practicable, fourteen (14) calendar days in advance). Each amended version of this Agreement will become binding and effective on you and HKIRC on the effective date specified at the top of the amended version, and will replace all previous versions of this Agreement. You should review HKIRC's web site or its registrar panel regularly in order to be aware of all such amendments.

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

18. Governing law and jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HKSAR"). The parties hereby submit to the exclusive jurisdiction of the courts of the HKSAR.

Schedule 1

Trusted .hk Registrar Program Procedure (the “Program Procedure”)

Applicable to HKIRC-Accredited Registrars in Hong Kong

1. HKIRC-Accredited registrar whose companies are registered in Hong Kong (the “Registrar”) is eligible to apply for certification under the Trusted .hk Registrar Program (the “Program”).

Application and Operations Process

2. You can apply for becoming a ‘Trusted .hk Registrar’ or a ‘Gold Trusted .hk Registrar’ if you have met, to the best of your knowledge, the relevant criteria stated in Section 2 of the application form.
3. You shall fill out the application form and send to HKIRC. By sending the application form to HKIRC, you agree to be bound by the terms of this Agreement. HKIRC may conduct audit by themselves or through independent auditors (the “Auditors”). HKIRC and/or Auditors may request further information and documents from you to conduct the audit process.
4. If the audit result is favorable, HKIRC will grant you a ‘Trusted .hk Registrar’ or a ‘Gold Trusted .hk Registrar’ designation. HKIRC will send you the Certificate and the electronic files of the certification trade mark as illustrated in Illustrate 1.1 for ‘Trusted .hk Registrar’ or the certification trade mark as illustrated in Illustrate 1.2 for ‘Gold Trusted .hk Registrar’ (as the case may be) (the “Logo”). HKIRC will grant you the right to use the Logo on your website and on your materials in accordance with the Terms and Conditions. You are also granted permission by HKIRC to call yourself a ‘Trusted .hk Registrar’ or a ‘Gold Trusted .hk Registrar’ (depends on the level of criteria you have met).
5. You shall continue to meet the current and new criteria required by HKIRC for this Program. You shall inform HKIRC without delay, of matters that may affect the capability of your organization to continue to fulfill those criteria. Failure to notify HKIRC may result in suspension or termination of any certification, right or licence granted to you under this Program. In the event that you were found not in compliance with the relevant criteria, you are given 7 day to rectify. Failure to rectify within the 7-day period will result in termination of the any certification, right or licence granted to you under this Program.
6. Illustrate 1 of Schedule 1 illustrates the application and operation flow for reference.

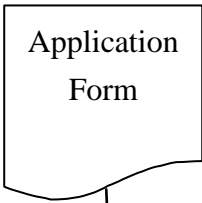
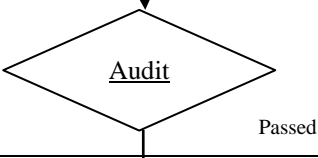
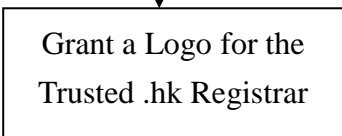
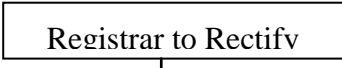
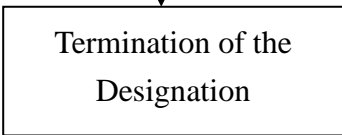
Renewal

- You may be required to provide a letter declaring that you are still fulfilling the requirements before we renew the certification and licence granted to you under the Program. HKIRC or the Auditors may conduct relevant evaluation at any time.

Amendments to the Program Procedure

- HKIRC has the right to change the Program Procedure at any time without prior notice.

Illustrate 1 of Schedule 1 – Application Flow

Performing Party	Flow	Process
Registrar	 <pre> graph TD A[Application Form] --> B{Audit} B -- Passed --> C[Grant a Logo for the Trusted .hk Registrar] </pre>	Registrar fills out the Application Form and provides necessary document(s). By filling out the form, registrar also makes declaration on achieving and continuing to achieve the eligibility criteria. No application fee is required.
HKIRC	 <pre> graph TD A[Application Form] --> B{Audit} B -- Passed --> C[Grant a Logo for the Trusted .hk Registrar] </pre>	<u>Independent security auditors</u> evaluate the Application.
HKIRC	 <pre> graph TD A[Application Form] --> B{Audit} B -- Passed --> C[Grant a Logo for the Trusted .hk Registrar] </pre>	HKIRC grants the registrar a “Trusted .hk Registrar” or “Gold Trusted .hk Registrar” Certificate and licence to use the “Trusted .hk Registrar” or “Gold Trusted .hk Registrar” certification trade mark (“Logo”)
Public reports of non-compliance		
Public	 <pre> graph TD A[Registrar to Rectify] --> B[Termination of the Designation] </pre>	If complaint is received (or HKIRC found non-compliance by registrar), we will give registrar <u>7-day</u> to rectify.
Registrar	 <pre> graph TD A[Registrar to Rectify] --> B[Termination of the Designation] </pre>	Failure to rectify will result in the cancellation of “Trusted .hk Registrar” or “Gold Trusted .hk Registrar” designation. HKIRC posts on its website about the termination of designation. Registrar is required to cease to use the Certificate and Logo.