

Hong Kong Internet Registration Corporation Limited

Code of Practice for Registrars and Resellers

[Effective 22 January 2020]

1. Purpose

- 1.1 The Code of Practice for Registrars and Resellers (the “**Code of Practice**”) has been adopted by the Hong Kong Internet Registration Corporation Limited (“**HKIRC**”) and forms part of the Registrar Agreement. The Registrar shall ensure that any Reseller associated with the Registrar has read and accepted this Code of Practice.
- 1.2 The purpose of this Code of Practice is to promote and protect the interests of the domain name registration industry, Registrars and Resellers (“**Suppliers**”) and Customers and Registrants, and is intended to support and promote competition in the industry. This Code of Practice intends to encourage best practices in the industry by :
- i. establishing minimum standards for dealings between Suppliers and Customers and Registrants;
 - ii. preventing practices that undermine the reputation of the industry and the interests of Customers and Registrants;
 - iii. establishing basic principles in relation to Complaint handling by Suppliers; and
 - iv. regulating advertising activities of Suppliers and their provision of information relating to domain name registration and related services to Registrants.
- 1.3 All capitalized terms in this Code of Practice have defined meanings which are set out in section 11 of this Code of Practice.

2. Compliance And Enforcement of this Code of Practice

- 2.1 Compliance with this Code of Practice is mandatory for all Suppliers.
- 2.2 The Registrar is responsible for enforcing this Code of Practice with its Resellers.
- 2.3 All Suppliers must provide proper customer service and shall respond to and handle any Complaints in a prompt and efficient manner in accordance with the Complaint Handling Principles.
- 2.4 Suppliers shall develop, maintain and adopt a system in accordance with the Complaint Handling Principles within their respective organizations.
- 2.5 Suppliers shall, upon request of HKIRC and within the requested time, provide to HKIRC or

its authorised representatives information about their compliance systems associated with this Code of Practice.

- 2.6 Nothing in this Code of Practice is intended to derogate from any rights or causes of action a person may have under any law of any jurisdiction.
- 2.7 A breach of this Code is a breach under the Registrar Agreement and may result in the suspension or termination of a Supplier's accreditation or the termination of the Registrar Agreement.

3. Market Conduct

- 3.1 In handling a request from a Registrant for registration or renewal of a Domain Name, Suppliers must ensure Registrant satisfies or continue to satisfy the registration eligibility requirements of HKIRC in respect of the Domain Name as set out in the Registration Policies.
- 3.2 Suppliers shall only register or renew a Domain Name in accordance with the Registration Policies and shall be responsible to ensure that the necessary fees are paid by Registrants. Suppliers shall inform Registrants applying for Domain Name renewal before the relevant Domain Name expires that non-payment of renewal fees will lead to a black-out period and subsequent cancellation of a Domain Name registration.
- 3.3 Suppliers shall not register or renew Domain Names without a request from a Registrant and for the purpose of preventing a competitor of the Supplier from registering the Domain Name on behalf of the Registrant, or for the purpose of later offering this Domain Name to potential Customers and Registrants.
- 3.4 Suppliers shall not register Domain Names on their own behalf for the purpose of preventing any other Domain Name registration. A Supplier may however register Domain Names on its own behalf for its own genuine commercial and business use.
- 3.5 Suppliers shall only register or renew a Domain Name for a period not more than the maximum term allowed by HKIRC.
- 3.6 Suppliers shall be capable of promptly and accurately entering into its own records all relevant information regarding its Registrants and communicating all information to HKIRC as required.
- 3.7 Suppliers shall not be dishonest or act in bad faith towards Customers and Registrants or to potential Customers and Registrants.

4. Customer and Registrant Contact

- 4.1 The Registrar on record of a Domain Name shall maintain records of a Registrant's current Supplier and shall provide such records to HKIRC upon the registration of the Domain Name, together with any updates of such information.

- 4.2 A Supplier shall not send a renewal notice to a Registrant, or issue any other communication that might reasonably be construed by a Registrant to be a renewal notice, for a Domain Name unless the Registrar is the registrar on record for that Domain Name or the Reseller is the Reseller of the Domain Name.
- 4.3 A Supplier shall send a renewal notice to a Registrant reminding them of the need to renew a Domain Name not less than thirty (30) days, but not more than one hundred and twenty (120) days, prior to the date of expiration of a Domain Name.
- 4.4 A Supplier shall advise the Registrant of any change of its status, including any change of association of a Reseller with a different registrar.
- 4.5 A Supplier must fully disclose to the Registrant or Customer the following minimum information:
- (a) details of the Supplier including:
 - (i) its company and business registration name under which the Supplier's business is conducted;
 - (ii) address of the registered office or principal place of business of the Supplier; and
 - (iii) email address and other means of contact and web site URL of the Supplier;
 - (b) the identity of the registrar being used by the Supplier (if the Supplier is not a registrar) including the trading name shown in the HKIRC list of registrars;
 - (c) the terms and conditions of registration between the Registrant and the Registrar (which must include the mandatory provisions requested under the Registrar Agreement);
 - (d) a copy of the Registration Policies, Domain Name Dispute Resolution Policy and Rules of Procedure, Published Policies or the URL link to it;
 - (e) the service standards and complaints handling procedures of the Supplier; and
 - (f) customer service support and contact information.
- 4.6 If the Registrar receives a Complaint about the accuracy of WHOIS data, the Registrar or its responsible Reseller shall on receiving, or receiving notice of, the Complaint shall make reasonable efforts to contact the Registrant to arrange for the information to be corrected.
- 4.7 Suppliers shall maintain information provided by Registrants as true and updated.
- 4.8 The Registrar and Suppliers shall process Registrant or Customer data in accordance with the Registrar Agreement or any relevant agreement entered into between HKIRC and the Supplier, and the Applicable Data Protection Law.

5. Service and Marketing efforts

- 5.1 All advertising by a Supplier about its Domain Name Services must comply with all applicable legislations and published standards.
- 5.2 Suppliers shall provide Customers with information about themselves and their services or advertising or promotional materials that is:
 - (i) clear;
 - (ii) accurate; and
 - (iii) not confusing, misleading or deceptive.
- 5.3 Suppliers must publish information about changes to any policy that may materially affect a Registrant's Domain Name and the related services provided by the Suppliers.

6. Restrictions

- 6.1 Suppliers shall not solicit or represent to any person that Suppliers enjoy access to services of HKIRC that are superior to that of any other Suppliers.
- 6.2 Suppliers shall not do, cause or omit to do anything which may harm the reputation, goodwill or business of HKIRC and/or the domain name registration industry.

7. Conduct of Employees, Agents, Contractors and Resellers

- 7.1 The appointment or engagement of Resellers by a Registrar shall not to any extent negate or minimise the responsibilities of a Registrar to comply with this Code of Practice. All Registrars shall remain responsible and liable for the acts or omissions of the Resellers and shall be liable to HKIRC for any breach or threatened breach of this Code of Practice by its Resellers.
- 7.2 Each Supplier must use reasonable efforts to ensure its employees, agents and contractors are bound by and comply with this Code of Practice.
- 7.3 If a Supplier becomes aware of any actual or potential or threatened breach of this Code of Practice by its employees in the course of their employment or by its agents or contractors (including Resellers) in the course of performing their functions as agents or contractors, the Supplier must take such action as may be reasonably available to it to prevent or discourage the continuation of the breach of this Code of Practice. In the event of a serious breach or material default, the Supplier shall also immediately inform HKIRC of such breach and shall take such steps as HKIRC shall require to stop or prevent the continuation and/or recurrence of such an event.

8. Customer Service

8.1 Suppliers shall provide high quality customer service to all Customers and Registrants.

8.2 Suppliers shall:

- i. publish on their web site a written Complaints handling process which is to be available to all Customers at no charge;
- ii. provide a link on their web site to all Published Policies and any customer service related information;
- iii. promptly inform the Registrants before changing the terms and conditions of an existing Domain Name registration, renewal or maintenance;
- iv. provide up-to-date service information and charges of Suppliers;
- v. detail the method, availability and cost of customer service provided;
- vi. proceed with the domain name application, transfer, modification or cancellation within one working day after receiving a Registrant's request or receiving the required documents from customers;
- vii. respond to Customer enquiries within one working day.

8.3 Suppliers shall at all times comply with all applicable local and international laws, regulations, guidelines, code of conduct, industry practices, including but not limited to the Applicable Data Protection Law and the Unsolicited Electronic Messages Ordinance (Cap 593) or equivalent applicable laws in other jurisdictions. Any breach of such applicable laws shall constitute a breach of the Registrar Agreement.

8.4 Suppliers must publish on their web site, and include in their terms and conditions, a clear policy for Registrants to cancel Domain Name registrations and/or terminate their relationship with the Suppliers.

9. Complaints Handling Principles

9.1 Suppliers shall:

- i. provide an efficient, fair and accessible mechanism for handling Complaints;
- ii. publish on their web site a Complaint handling procedures;
- iii. demonstrate a commitment to the right of Customers and Registrants to complain;

- iv. at all times treat a Complainant with courtesy; and
- v. ensure any Complaints are handled without prejudice.

9.2 Suppliers shall provide adequate resources for Complaint handling with sufficient delegated levels of authority, and shall be determined to implement remedies and methods to reach a solution.

9.3 Complaints must be dealt with efficiently and, if possible, within ten (10) days from receipt of a Complaint. If more time is required for investigation, Suppliers shall let the Complainant know the expected time by which a response will be given.

9.4 Suppliers must advise Complainants of the outcome of the investigation of their Complaint, whether orally or in writing, if so requested by the Complainant.

9.5 HKIRC reserves the right to enquire or investigate into the service level and commitment of Suppliers. Suppliers shall fully cooperate with HKIRC to provide all relevant information including details of any Complaint, whether or not the Complaint is already known to HKIRC, or already resolved.

9.6 Suppliers must implement processes and procedures and must deal with Complainants in accordance with the Complaints Handling Principles set out in this Code of Practice.

9.7 Suppliers must provide easily accessible and comprehensible information on how, when and where to make a Complaint.

9.8 Suppliers must promptly update its web site with any information regarding their Complaint handling process to reflect any variations to the process.

10. Complaints to HKIRC

10.1 Suppliers must at any appropriate time advise Complainants of their avenues of recourse, including the option to complain to HKIRC where the Complainant remains dissatisfied with the outcome of a Complaint.

10.2 Suppliers must have in place appropriate systems to record Complaints and their outcomes, and shall keep HKIRC informed on monthly basis of the statistics, details and outcomes of the investigations.

11. Definitions

Term	Definition
Applicable Data Protection Law	means the Personal Data (Privacy) Ordinance (Cap 486) and other applicable laws and regulations in relation to personal information or personal data (including, for instance, the European Union 2016/679 General Data Protection Regulation).
Complainant	means a person making a Complaint.
Complaint	means any expression of dissatisfaction or grievance made to a Supplier or HKIRC by a Customer or member of the public (including another Supplier) in relation to any act or omission of a Supplier related in any way to Domain Names.
Complaint Handling Principles	means the principles set out in section 9 of this Code of Practice.
Customer	means a person or entity who: <ul style="list-style-type: none"> a) has a contract with a Supplier for the supply of a Domain Name and/or related services; b) is or may be eligible under the criteria set by a Supplier to enter into a contract for the supply of the Domain Name and/or related services; c) is or may be eligible to obtain a Domain Name under the eligibility criteria set by HKIRC from time to time; d) is a Registrant; or e) is a potential Registrant.
Domain Name	means a domain name in any Domain Name Category.
Domain Name Categories	means a designated '.hk' or '.香港' ccTLD domain name category, as set out in the Registrar Agreement from time to time.
HKIRC	means Hong Kong Internet Registration Corporation Limited, a non-statutory corporation responsible for the administration of Internet domain names under '.hk' and '.香港' country-code top level domains.

Published Policies	means those policies or notices established and published by HKIRC from time to time. It includes but not limited to Registration Policies, Procedures and Guidelines, Domain Name Dispute Resolution Policy and Rules of Procedure.
Registrant	means an entity or individual that holds a Domain Name.
Registrar	means an entity that registers Domain Names for Customers and who is accredited by HKIRC in accordance with accreditation practices and procedures of HKIRC.
Registrar Agreement	means the agreement entered into between a Registrar and HKIRC in accordance with HKIRC accreditation practices and procedures.
Registration Policies	means the Registration Policies, Procedure and Guideline of HKIRC in respect of a Domain Name including all of the subsequent versions, amendments and supplements.
Reseller	means a person appointed by a Registrar to represent registrants as an agent for applying Domain Names or related services and to provide Customer services to Registrants on behalf of the Registrar or an agent of such person.
Reseller Agreement	means an agreement to be entered into between a Registrar and its Reseller.
Supplier	means a Registrar and/or Reseller.
WHOIS data	means the data relating to a Domain Name or its Registrant as shall be available on a WHOIS service provided by HKIRC.