



## **SERVICE AGREEMENT**

**THIS AGREEMENT** is made on the date of the Order Confirmation Form ("the Order Form")

**BETWEEN:-**

- (1) **WEB HOST LTD.**, a company incorporated in Hong Kong whose registered office is situated at Unit A - D, 6th Floor, Wing Cheung Industrial Building, No. 109 How Ming Street, Kwun Tong, Kowloon. ("**WEB HOST**"); and
- (2) The Domain Name Owner or Company Name ("**the Customer**") as provided in the Order Confirmation Form and its address is at the address provided in the Order Form.

**WHEREAS:-**

- (A) The Customer wishes its website and data to be hosted on servers and made accessible via the Internet.
- (B) The Customer has agreed to hire WEB HOST to supply the hosting services upon the following terms and conditions.

**NOW IT IS AGREED** as follows:

### 1 **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, including the Recitals, unless otherwise expressed or required by the context, the following expressions shall have the respective meanings set opposite thereto:-

<u>Expression</u>	<u>Meaning</u>
"Charges"	means the charges to be paid by the Customer for the Services as specified in the Order Form;
"Confidential Information"	means all business, technical, financial or other information communicated or made known to the Customer by WEB HOST;
"Content"	means all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the Website;
"Customer Software"	means the software used in the Website owned by the Customer, or licensed to it by a third party or WEB HOST, but shall not include WEB HOST Software;
"DNS"	stands for domain name server;
"Initial Term"	means the initial period, which the Charges cover, for the supply of the Services;



<b>"Intellectual Property Rights"</b>	means patents, trademarks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, in each case whether registrable or not in any country;
<b>"IP address"</b>	stands for an internet protocol address;
<b>"ISP"</b>	stands for internet service provider;
<b>"Migration Services"</b>	means the services described in Clause 11.2;
<b>"Server"</b>	means the server or servers as designated by WEB HOST from time to time through which WEB HOST provides the Services to the Customer in accordance with this Agreement;
<b>"Services"</b>	means the services relating to hosting provided to the Customer by WEB HOST which form part of the hosting package and such services chosen by the Customer and set out in the Order Form;
<b>"Software"</b>	means the Customer Software and WEB HOST Software;
<b>"Term Sheets"</b>	means the sheets of variable terms annexed to and forming part of this Agreement
<b>"WEB HOST Software"</b>	means the software and related documentation owned by or licensed to WEB HOST including any Upgrades or related documentation;
<b>"Upgrades"</b>	includes all updates, upgrades, enhancements, corrections, modifications, new releases, new versions and bug fixes in object code form only from time to time issued or made available by WEB HOST;
<b>"URL"</b>	stands for universal resource locator;
<b>"Virus"</b>	means a computer program that copies itself or is copied to other storage media including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programmes commonly referred to as "worms", "Trojan Horses", "logic bombs" and "cancelbots"
<b>"Visitor"</b>	means a third party who has accessed the Website;
<b>"Visitor Information"</b>	means the data collected by WEB HOST about Visitors and their behaviour when accessing the Website; and
<b>"Website"</b>	means the website which the Customer intends to be hosted on the Server.



- 1.2 The expressions "WEB HOST" and "the Customer" shall, where the context permits, include their respective executors administrators successors and permitted assigns (as the case may be).
- 1.3 The headings to the Clauses of this Agreement are for ease of reference only and shall be ignored in interpreting this Agreement.
- 1.4 Reference to Clauses, Recitals and Term Sheets are references to Clauses of, and the Recitals and Term Sheets to this Agreement which shall form part of this Agreement.
- 1.5 Unless the context otherwise requires, words and expressions in the singular include the plural and *vice versa* and words denote any gender shall include all genders.
- 1.6 Unless the context otherwise requires, references to a person include any public body and anybody of persons, corporate or un-incorporate.

## **2 DUTIES**

- 2.1 Subject to the terms and conditions of this Agreement, WEB HOST itself or through its agents and/or other network providers shall provide the Services to the Customer.
- 2.2 The Customer shall deliver the Website and the Customer Software to WEB HOST in a format specified by WEB HOST at a mutually convenient time.

## **3 CHARGES AND PAYMENT**

- 3.1 In consideration of the provision of the Services by WEB HOST to the Customer, the Customer shall pay WEB HOST the Charges in accordance with the WEB HOST's price schedule.
- 3.2 The Charges are inclusive of all labour and materials.
- 3.3 WEB HOST may charge the Customer interest in respect of late payment of any sum due under this Agreement, at a rate of 2% per month from the due date to the date of full payment.
- 3.4 WEB HOST is entitled to levy additional charge against the Customer and the Customer shall pay such additional charge to WEB HOST within 7 days upon demand if and whenever the access of the Website or the use of the Services consumes excessive CPU time, memory or storage space of the Server or other resources of the Server.
- 3.5 The Charges once paid shall not be refunded in whole or in part for whatsoever reason.
- 3.6 To renew expired domain (within 30 days) that had been terminated with Web Host before, customers have to pay \$800 administrative charge.

## **4 IP ADDRESSES**

- 4.1 The Customer acknowledges that it has no right, title or interest in the IP address allocated to it, and that any IP address allocated to it is allocated as part of the Services and is not portable or otherwise transferable by the Customer in any manner whatsoever.



- 4.2 If an IP address is renumbered or reallocated by WEB HOST, WEB HOST shall use its reasonable endeavours to avoid any disruption to the Customer.
- 4.3 The Customer agrees that it will have no right, title or interest to the IP address upon termination of this Agreement, and that the acquisition by the Customer of a new IP address for the Website following termination of this Agreement shall be the exclusive responsibility of the Customer.

## **5 SOFTWARE LICENCE AND RIGHTS**

- 5.1 If and to the extent that the Customer requires use of WEB HOST Software in order to use the Services, WEB HOST grants to the Customer a royalty-free, world-wide, non-transferable, non-exclusive licence to use WEB HOST Software in object code form only. The Customer has the right to authorise its employees, agents and third party consultants and contractors to use WEB HOST Software as aforesaid provided that such use is consistent with the terms of this Agreement.
- 5.2 The Customer grants to WEB HOST a royalty-free, worldwide, non-exclusive licence to use the Content and the Customer Software in relation to its obligations under this Agreement in connection with the provision of the Services.
- 5.3 Except as expressly set out in Clauses 5.1 and 5.2, this Agreement does not:
- 5.3.1 transfer or grant to the Customer any right, title, interest or Intellectual Property Rights in WEB HOST Software; or
  - 5.3.2 transfer or grant to WEB HOST any right, title, interest or Intellectual Property Rights in the Customer Software.
- 5.4 The Customer agrees that it will not itself, or through any agent or other third party:
- 5.4.1 copy WEB HOST Software except as expressly permitted under this Agreement or by law;
  - 5.4.2 sell, lease, license or sublicense WEB HOST Software or the documentation connected with it; or
  - 5.4.3 use any Confidential Information of WEB HOST.

If the Customer is permitted to make any copies of WEB HOST Software, the Customer must reproduce all proprietary notices of WEB HOST, if any, on the copies.

## **6 WEBSITE CONTENT AND DATA**

- 6.1 The Customer shall not distribute in the Content on the Website any material or other information that:
- 6.1.1 infringes any Intellectual Property Rights;



- 6.1.2 is in breach of any law, statute, or regulation;
  - 6.1.3 is defamatory, libellous, unlawfully threatening, politically sensitive or harassing;
  - 6.1.4 is obscene, pornographic or indecent;
  - 6.1.5 contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information; or
  - 6.1.6 is not solicited.
- 6.2 The Customer may from time to time during the Initial Term upload and update the Website, the Content, the Customer Software and other materials. For the purposes of accessing the upload and updating services, the Customer will be identified by the Customer identification code ("ID") and the password ("the Password"). The Customer is advised to keep the ID and the Password in secrecy. The Customer shall be fully responsible for any accidental or unauthorized disclosure of the ID and the Password to any other person and shall bear the risks of the ID and the password being used by unauthorized persons or for unauthorized purposes.
- 6.3 For the avoidance of doubt, WEB HOST does not monitor, and will have no liability for the Contents of and any communications transmitted by virtue of the Services.
- 6.4 The Customer grants to WEB HOST a non-exclusive, royalty-free licence, during the term of this Agreement, to use, store and maintain the Content on the Server. WEB HOST may make such copies as may be necessary to perform its obligations under this Agreement, including backup copies of the Content.
- 6.5 This Agreement does not transfer or grant to WEB HOST any right, title, interest in any Intellectual Property Rights in the Content, except for the rights expressly granted in this Agreement.
- 6.6 The Customer agrees to indemnify WEB HOST against any and all liability, loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by WEB HOST whether direct, indirect or consequential arising out of any dispute or contractual, tortious or other claims or proceedings brought by a third party in relation to the Website, the Content, the Customer Software and any activity of the Customer regarding the use of the Services. The Customer shall give WEB HOST all reasonable assistance in connection with any such claims or proceedings at the Customer's cost and expense.
- 6.7 In the event that WEB HOST receives any complaint by or from any third party or is threatened with the institution of legal proceedings by any third party in relation to the Website, the Content, the Customer Software and other materials provided by the Customer and any activity of the Customer regarding the use of the Services, WEB HOST shall at its sole discretion remove the Website, the Content, the Customer Software and other materials provided by the Customer until the third party withdraws the complaint.



## 7 **WARRANTIES**

7.1 The Customer warrants to WEB HOST that:

7.1.1 WEB HOST's use of the Content or the Customer Software in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party in Hong Kong;

7.1.2 it has the right, power and authority to license the Content and the Customer Software to WEB HOST as set out in Clause 6.4; and

7.1.3 the Software is all the software used in the Website.

7.2 Save as expressly set out in this Agreement all representations, warranties, terms and conditions whether oral or written, express or implied by law, custom, statute or otherwise and including but not limited to satisfactory quality or fitness for any particular purpose are excluded. In particular and without prejudice to that generality, whilst WEB HOST shall take reasonable care to avoid passing on any viruses or introducing them to the Customer, WEB HOST shall not be liable to the Customer as a result of any virus introduced or passed on to it. The Customer is advised to check the Website regularly for viruses.

## 8 **CONFIDENTIALITY**

8.1 Subject to Clause 8.2, the Customer:

8.1.1 may not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement;

8.1.2 may not disclose any Confidential Information to any person except with the prior written consent of the WEB HOST; and

8.1.3 shall make every effort to prevent the use or disclosure of the Confidential Information.

8.2 The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information that:

8.2.1 is in the possession of and is at the free disposal of the Customer or is published or is otherwise in the public domain prior to its receipt by the Customer; or

8.2.2 is required to be disclosed by any applicable law or regulation.

8.3 Without prejudice to any other rights or remedies WEB HOST may have, the Customer acknowledges and agrees that in the event of breach of this Clause WEB HOST shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this Clause in addition to any damages or other remedies to which it may be entitled.



## 9 **LIABILITY**

- 9.1 WEB HOST's entire liability to the Customer in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall not be more than the Charges.
- 9.2 WEB HOST shall not be liable to the Customer for any indirect or consequential loss the Customer may suffer even if the loss is reasonably foreseeable or WEB HOST was advised of the possibility of the Customer incurring it.
- 9.3 For the avoidance of doubt, WEB HOST hereby declares and the Customer acknowledges that the Services may be provided jointly or solely through the agents of WEB HOST and other network providers. The Customer hereby expressly waives all its rights to claim loss and damage against WEB HOST arising from or incidental to the failure or malfunction of network or equipment not within the sole control of WEB HOST or the act, omission or negligence of the agents of WEB HOST and other network providers.

## 10 **TERM AND TERMINATION**

- 10.1 This Agreement shall commence on the date designated by WEB HOST and shall continue for the Initial Term unless terminated earlier pursuant to Clause 10.2.
- 10.2 WEB HOST is entitled to terminate this Agreement with immediate effect by written notice to the other party on or at any time after the occurrence of any of the following events:
- 10.2.1 the Customer being in breach of any term or condition under this Agreement and, if the breach is capable of remedy, failing to remedy the breach within 7 days after receipt of a written notice of the breach and requiring its remedy;
- 10.2.2 the Customer passing a resolution for winding up or a court of competent jurisdiction making an order for the Customer's winding up (other than, in each case, for the purposes of solvent amalgamation or reconstruction where the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Customer's obligations under this Agreement);
- 10.2.3 the making of an administration order in relation to the Customer or the appointment of a receiver over or an encumbrancer taking possession of or selling an asset of the Customer; or
- 10.2.4 the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.
- 10.3 Termination of this Agreement for whatever reason shall not affect:



- 10.3.1 the accrued rights of WEB HOST and liabilities of the Customer arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or
- 10.3.2 provisions expressed to survive this Agreement, which shall remain in full force and effect.

## **11 MIGRATION SERVICES AND EXTENSION OF THE SERVICES**

- 11.1 No less than 14 days before the expiration of the Initial Term or within 3 days after the termination of this Agreement for any reason other than the expiration of the Initial Term, whichever is applicable, the Customer may request by notice in writing to WEB HOST to provide the Migration Services to the Customer, or to a third party service provider identified by the Customer or to extend the Services. WEB HOST is entitled to charge for the Migration Services and the extension of the Services at its prices for such services current at that date and the Customer shall pay such charge within 7 days after receiving notice in writing by WEB HOST.
- 11.2 Where the Customer requests the Migration Services and makes full payment of the relevant charge in accordance with Clause 11.1, WEB HOST shall:
  - 11.2.1 deliver the Customer Software and the Content to the Customer, or to any successor ISP at addresses and locations designated by the Customer;
  - 11.2.2 update its DNS tables to reflect the new IP addresses corresponding to the Website URLs as soon as reasonably practicable following receipt of notice from the successor ISP that it has established DNS service for the Website URLs; and
  - 11.2.3 continue to provide a DNS service for the Website URLs for a period of 30 days following the date of expiry or termination of this Agreement.
- 11.3 If no notice in writing is received by WEB HOST or the Customer fails to make full payment of the relevant charge in accordance with Clause 11.1, WEB HOST shall at its sole discretion:
  - 11.3.1 remove, destroy and delete the Website, the Content, the Customer Software and other materials provided by the Customer. The Customer hereby expressly waives all its rights to claim loss and damage arising from or incidental to such removal, destroy and deletion against WEB HOST. For the avoidance of doubt, WEB HOST shall have no obligation to notify the Customer before such removal, destroy and deletion; or
  - 11.3.2 continue to provide the Services to the Customer for such period as WEB HOST deems fit before such removal, destroy and deletion as provided in Clause 11.3.1. WEB HOST hereby expressly reserves its right to levy additional charge for such additional Service.





12 **ASSIGNMENT**

The Customer shall not assign, transfer, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of WEB HOST.

13 **WAIVER**

13.1 A waiver of any term, provision or condition of this Agreement on the part of WEB HOST shall be effective only if given in writing and signed by WEB HOST and then only in the instance and for the purpose for which it is given.

13.2 No failure or delay on the part of WEB HOST in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

13.3 No breach of any provision of this Agreement on the part of the Customer shall be waived or discharged except with the express written consent of WEB HOST.

14 **INVALIDITY AND SEVERABILITY**

14.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, whether or not pursuant to any judgment or otherwise:

14.1.1 the validity, legality and enforceability under the law of that jurisdiction of any other provision; and

14.1.2 the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way.

14.2 If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this Agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

15 **NOTICES**

15.1 Each notice, demand or other communication to be given or made under this Agreement by WEB HOST to the Customer shall be in writing and delivered or sent to the Customer at its address or fax number or e-mail address set out below (or such other address or fax number or e-mail address as the addressee has by five (5) days' prior written notice specified to WEB HOST):- To the Customer :-

Address : address of the Customer provided in the Order Form



Fax Number : fax number of the Customer provided in the Order Form

E-mail address : e-mail address of the Customer provided in the Order Form

15.2 Each notice, demand or other communication to be given or made under this Agreement by the Customer to WEB HOST shall be in writing and delivered or sent to WEB HOST at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the Customer):- To WEB HOST :-  
Address : Unit A - D, 6th Floor, Wing Cheung Industrial Building, No. 109 How Ming Street, Kwun Tong, Kowloon.  
Fax Number : 2540 7463

15.3 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address; and (b) if given or made by fax or e-mail, as this Agreement may allow, when dispatched.

16 **ENTIRE AGREEMENT**

This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement save for any representation made fraudulently.

17 **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.

18 **CONFLICT OF TERMS**

Except as otherwise expressly provided in this Agreement in the event of any conflict between the terms of this Agreement and the Term Sheets, the terms of the Term Sheets shall prevail.

19 **GOVERNING LAW AND JURISDICTION**

19.1 This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation, shall be governed by and construed in accordance with the laws of Hong Kong.

19.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong for the purpose of hearing and determining any suit, action or proceedings and/or settling any disputes arising out of or in connection with this Agreement.



## 20 **REGISTRATION AGREEMENT**

- 20.1 This Registration Agreement ("Agreement") sets forth the terms and conditions which govern the registration of a domain name and the relationship between the Domain Service Provider and the Registrant (as hereinafter defined) in relation thereto.
- 20.2 Registrants are advised to read this Agreement carefully and take note of the contents thereto.
- 20.3 This Agreement is to be read together with the Domain Service Provider's applicable rules, regulations, policies and procedures ("Domain Service Provider's Policies") which may be in force and which may be amended and supplemented by the Domain Service Provider from time to time.
- 20.4 By signing or checking the consent box at the end of this Agreement, the Registrant acknowledges that the Registrant has read, understood, accepted and agrees to be bound by all the terms and conditions of this Agreement and the applicable Domain Service Provider's Policies as may be amended and supplemented by the Domain Service Provider from time to time.

## 21 **TERMS AND CONDITIONS**

### 21.1 **DEFINITIONS**

The following are the definitions of various terms used in this Agreement:

"ccTLDs" means Country Code Top Level Domains;

"Dispute Policy" means the applicable ICANN Uniform Dispute Registration Policy as may be changed or amended from time to time;

"gTLDs" means Generic Top Level Domains;

"ICANN" means the Internet Corporation for Assigned Names and Numbers having its website at [www.icann.org](http://www.icann.org);

"Reseller" has the meaning assigned to it in Clause 17.1;

"Registrant" means a person who has submitted an application to register a domain name through the Domain Service Provider and/or a Reseller, subject to the Domain Service Provider's approval;

"Domain Service Provider" means Web Hosting Limited;

"Registration Fee" means the fees payable by the Domain Service Provider upon submission of the Registrant's application to the Domain Service Provider and/or a Reseller for the registration of a domain name

"Registry and Domain Provider(s)" means the various operator(s) and domain provider(s) which manage the respective Top Level Domains offered by the Domain Service Provider

Registry Operators:

Verisign, Inc operates the ".com" and ".net" gTLDs offered by the Domain Service



Provider; and Public Interest Registry operates the ".org" gTLD offered by the Domain Service Provider; and NeuLevel, Inc and NeuStar International Services, Inc operates the ".biz" gTLD, the ".us" ccTLD and the ".cn" ccTLD offered by the Domain Service Provider; and Afiliat Limited operates the ".info" gTLD offered by the Domain Service Provider; and Global Name Registry, Ltd operates the ".name" gTLD offered by the Domain Service Provider; and mTLD Mobile Top Level Domain, Ltd operates the ".mobi" gTLD offered by the Domain Service Provider; and Tralliance Corporation operates the ".travel" gTLD offered by the Domain Service Provider; and DotAsia Organisation Limited operates the ".asia" gTLD offered by the Domain Service Provider; and Telnic Limited operates the ".tel" gTLD offered by the Domain Service Provider; and Centralnic operates ".br.com", ".cn.com", ".gb.net", ".uk.com", ".uk.net", ".uy.com", ".hu.com", ".no.com", ".ru.com", ".sa.com", ".se.com", ".se.net", ".za.com", ".jpn.com", ".eu.com", ".gb.com", ".us.com", ".qc.com", ".de.com", ".ae.org", ".kr.com", ".ar.com" offered by Domain Service Provider, and ANTIC, (l'Agence Nationale des Technologies de l'Information et de la Communication) operates ".cm" ccTLD offered by Domain Service Provider, and Congo Internet Management operates the ".cd" ccTLD offered by the Domain Service Provider; and DoMen d.o.o. operates ".me" ccTLD offered by Domain Service Provider, and DotPH Domains, Inc operates the ".ph" ccTLD offered by the Domain Service Provider; and EURid operates the ".eu" ccTLD offered by the Domain Service Provider; and GAA International Limited is the accredited registrar of the ".la" ccTLD offered by the Domain Service Provider; and GMO Registry, Inc. operates the ".so" ccTLD offered by Domain Service Provider; and Hong Kong Internet Registration Corporation Limited operates the ".hk" ccTLD offered by the Domain Service Provider; and LK Domain Registry operates the ".lk" ccTLD offered by Domain Service Provider; MYNIC Berhad operates the ".my" ccTLD offered by the Domain Service Provider; and Network Information Center Mexico, S.C. operated ".mx" ccTLD offered by Domain Service Provider; and NIXI as the ".in" ccTLD accredited registrar offered by Domain Service Provider, and PKNIC is the accredited registrar of the ".pk" ccTLD offered by the Domain Service Provider, and Singapore Network Information Centre ("SGNIC") Private Limited operates the ".sg" ccTLD offered by the Domain Service Provider; and Taiwan Network Information Center ("TWNIC") is the accredited registrar of the ".tw" ccTLD and ".台灣" ccTLD offered by the Domain Service Provider; and T.H.NIC Co., Ltd. is the accredited registrar of the ".th" ccTLD offered by the Domain Service Provider; and Verisign Naming and Directory Services, Inc operates the ".cc" and ".tv" ccTLDs offered by the Domain Service Provider; and Vietnam Internet Network Information Center ("VNNIC") operates the ".vn" ccTLD offered by the Domain Service Provider.

#### Domain Providers

Central Comercializadora de Internet SAS is the accredited registrar of the ".co" ccTLD offered by the Domain Service Provider.

CoDNS, B.V. is the accredited registrar of the ".co.no" and ".co.nl" ccTLDs offered by the Domain Service Provider; and Distribute.IT Pty Ltd is the accredited registrar of the ".au" and ".nz" ccTLDs offered by the Domain Service Provider; and Gambia Inc. is the accredited registrar of the ".kr" ccTLD offered by the Domain Service Provider; and Key-Systems GmbH is the accredited registrar of the ".de", ".it", ".li" and ".uk" ccTLDs offered by the Domain Service Provider; and Solis KK is the accredited registrar of the ".jp" ccTLD offered by the Domain Service Provider; and



Web works is the accredited registrar of the ".in" ccTLD offered by the Domain Service Provider, and

"Services" means the domain name registration services provided by the Domain Service Provider;

## 21.2 **Services**

The Domain Service Provider provides various ccTLDs and gTLDs domain name registration services.

## 21.3 **Application**

Applications for the registration of domain names shall be made in the form and manner as may be prescribed by the Domain Service Provider from time to time. Registrants are required to fill up the relevant application form and provide the necessary details and information required for the application. The Registrant acknowledges that the registration of domain names is on a "first come, first served" basis. The Domain Service Provider reserves the right, at its sole discretion, to reject or refuse any application.

## 21.4 **Fees**

- 21.4.1 The Registrant shall pay to the Domain Service Provider the Registration Fees applicable as at the date of submission of the Registrant's application for the registration of a domain name, or any other fees and/or charges payable in connection with the domain name registration. The Domain Service Provider may appoint its Resellers to facilitate the collection of the relevant Registration Fees on behalf of the Domain Service Provider. The Registration Fees shall be paid in the form and manner and in accordance with the terms set out in the Fee Schedule. The domain name registration will not be effected until the necessary payments have been made by the Registrant and until such payments have been received by the Domain Service Provider. The Registrant acknowledges that any and all payments made to the Domain Service Provider in connection with the registration of a domain name are non-refundable.
- 21.4.2 The Registrant agrees that in the event payment is not made within the time stipulated in the Fee Schedule, the Domain Service Provider shall be entitled to reject or refuse any application submitted by the Registrant and/or suspend, delete or release the proposed or desired domain name of the Registrant or carry out any such other action deemed appropriate by the Domain Service Provider. Any additional costs incurred by the Domain Service Provider in carrying out any such actions shall be borne by the Registrant.
- 21.4.3 The Domain Service Provider and/or a Reseller shall be entitled to impose late payment interest of 8% per annum calculated at daily rests, on any fees and/or charges due from the Registrant that remain unsettled fourteen (14) days from the date at which the said fee and/or charge became due and payable.



## 21.5 Information

21.5.1 The Registrant must provide the Domain Service Provider with the information set out in the compulsory fields of the Application Form prescribed by the Domain Service Provider from time to time and has the option to provide the information set out in the discretionary fields of the Application Form ("Registrant Information").

The Registrant shall ensure that:

21.5.2

- a. the Registrant Information is true, accurate, complete, current and reliable; and
- b. the Registrant shall maintain, update and keep the Registrant Information true, accurate, complete, current and reliable at all times, whether before or after the approval of the application.

The Domain Service Provider reserves the right to reject, refuse, cancel and/or delete any application if it is found that:

21.5.3

- a. the Registrant Information provided by the Registrant is false, inaccurate, incomplete, unreliable or misleading; or
- b. the Registrant fails to maintain, update, and keep the Registrant Information true, accurate, complete, current and reliable at all times; or
- c. the Registrant fails to respond satisfactorily to enquiries made by the Domain Service Provider concerning any of the Registrant Information submitted within fifteen (15) calendar days from the date of enquiry.

21.5.4 The Registrant acknowledges and agrees that failure to comply with this Clause 5 constitutes a material breach of this Agreement and the Domain Service Provider shall be entitled to terminate this Agreement and suspend, cancel or delete the Registrant's domain name immediately upon such breach without any refund of any fees paid without notice to the Registrant.

21.5.5 The Registrant may access the data provided and rectify any incorrect data relating to the Registrant through the domain registration management tool provided by the Domain Service Provider.

21.5.6 The Registrant warrants that it has the authority to provide any information relating to a third party(ies) and has obtained the consent of such parties for the information to be utilised by the Domain Service Provider.



## **21.6 Use And Disclosure of Information**

- 21.6.1 The Registrant concedes and acknowledges that the Domain Service Provider may make directly available to third parties, or publicly available, some or all of the Application Information, for inspection (through the Domain Service Provider's WHOIS service) or otherwise as required or permitted by applicable laws or policies. The Registrant hereby consents to any and/or all such disclosures and use of the Registrant Information provided by the Registrant in connection with the registration of the domain name (including any updates to such information), whether during the subsistence or after the term of this Agreement.
- 21.6.2 The Registrant specifically consents to the use of the Registration Information or any other information collected by the Domain Service Provider on the Registrant to be:
- a. transmitted to the relevant Registry and Domain Provider(s) for the Registry and Domain Provider(s)'s records;
  - b. made publicly available as may be required by ICANN, the Registry and Domain Provider(s) or any other relevant bodies;
  - c. inserted in registers and data bases produced by the Domain Service Provider or its relevant authorised agents.
- 21.6.3 The Registrant hereby irrevocably releases the Domain Service Provider from any claims and causes of action which may arise from any such disclosure or from the use of the Registrant Information. The Domain Service Provider shall not be liable to the Registrant or to any third party with respect to any loss, misuse, unauthorised access or disclosure or use, or alteration or destruction, of the Registrant Information.

## **21.7 Term And Renewal and Redemption Period**

- 21.7.1 The Registrant shall continue to be bound by this Agreement, and/or any other agreement as may be applicable from time to time, as long as the provision of the Services [term of the Registrant's domain name registration] is still subsisting.
- 21.7.2 The initial term of the domain name registration will be notified by the Domain Service Provider to the Registrant during the initial registration process ("Initial Term").
- 21.7.3 Upon expiry of the Initial Term, the Registrant may renew the term of registration to keep the right to use the domain name.
- 21.7.4 The Registrant may submit its renewal request before the expiration of a term or within the period ("Renewal Grace Period"), together with the relevant fees, where applicable. The details of which can be found here. The Registrant will then have the right to enter into a new agreement with the Domain Service Provider on the same terms and conditions that the Domain Service Provider is offering to new domain name registrants at that point in time.



#### 21.7.5

##### a. Expiry of domain names

Immediately after the expiration of the term of domain name registration and before deletion of the domain name in the applicable Domain Service Provider and Domain Provider(s)'s database, the Registrant acknowledges that the Domain Service Provider may direct the domain name to name-servers and IP address(es) designated by the Domain Service Provider, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and the Registrant acknowledges that the Domain Service Provider may either leave the Registrant's WHOIS information intact or that the Domain Service Provider may change the contact information in the WHOIS output for the expired domain name so that the Registrant is no longer listed as the registrant of the expired domain name.

##### b. Reactivation of domain names

For a period of approximately thirty (30) days after expiry of the term of the domain name registration, the Registrant acknowledges that the Domain Service Provider may provide a procedure by which expired domain name registration services may be reactivated. The Registrant acknowledges and agrees that the Domain Service Provider may, but are not obligated to offer this process, called the "reactivation period". The Registrant acknowledges that it shall assume all risks and all consequences if the Registrant waits until or after the expiration of the Initial Term to attempt to renew the registration of the domain name. The Registrant acknowledges that the Domain Service Provider, for any reason and in its sole discretion, may choose not to offer a reactivation period and that shall not be liable therefore. The Registrant acknowledges that utilization of the reactivation process, if any, may involve additional fees. The Registrant acknowledges and agrees that the Domain Service Provider may make available the expired domain name(s) to third parties, and may auction off the rights to expired domain name(s) (the auction beginning close to the end or after the end of the reactivation period), and/or the expired domain name(s) may be re-registered by any party at any time.

After the re-activation period, the Registrant agrees that the Domain Service Provider may either (A) discontinue the domain name registration services at any time thereafter; (B) continue to provide for the registration services and re-activate the domain name; or (C) if the domain name is auctioned off to a third party, the Domain Service Provider may transfer the domain name to such third party.

#### Redemption Period

#### 21.7.6

- a. This provision applies to any deletion of a domain name, whether inside or outside of any applicable grace period).





- b. Any such deletion will result in a deleted name redemption grace period ("Redemption Period"), the details of which can be found here. This grace period will allow the Registrant, the Domain Service Provider, and/or the Registry and Domain Provider(s) to detect and correct any mistaken deletion.
- c. During the Redemption Period, the deleted domain name will be placed on a "Redemption Period" status which effectively means that the name will be removed from the zone and the domain name will stop working and would appear offline.
- d. The Registrant can redeem its domain name during the Redemption Period, subject to payment of the "Redemption Fees" set out in Table A of Schedule 1. A party requesting for redemption is required to provide sufficient identification as may be directed by the Domain Service Provider for verification purposes.
- e. In the event the Registrant fails to redeem the domain name upon expiry of the Redemption Period, the Registry and Domain Provider(s), on the instructions of the Domain Service Provider, shall be entitled to delete the domain name and/or transfer the domain name to a third party.

## **21.8 Transfer of Domain Names**

- 21.8.1 The Registrant may transfer its domain name during or before the Renewal Grace Period subject to the Domain Service Provider's Domain Name Transfer Policy as may be amended and supplemented by the Domain Service Provider from time to time.
- 21.8.2 During the registration, renewal or transfer process, name servers will be requested by the Domain Service Provider while the domain name is being registered, renewed or transferred. If a name server is not provided by the Registrant during the registration process, the domain name will be redirected to a page displaying the "Under Construction" sign; and at the expiry of the Initial Term and prior to renewal, the domain name will be redirected to a page displaying the "Domain Expired" sign ("Parked Domain"). Such a redirection page(s) may contain advertisements and the Registrant acknowledges that the Domain Service Provider is not responsible and shall not be held accountable for any such advertisement(s).
- 21.8.3 By entering into this Agreement, the Registrant agrees that the Domain Service Provider is entitled to redirect the domain name to a Parked Domain and its associated contents in these situations at no cost to the Registrant.

## **21.9 Representations and Warranties**

The Registrant represents and warrants that at the time of application and at all times thereafter:

- a. the desired domain name does not infringe any registered or unregistered trademark or any other intellectual property rights or any other rights of any third party;
- b. the use of the domain name shall be for legal and lawful purposes and is subject to the terms and conditions of this Agreement and any other relevant rules and policies which may be amended by the Domain Service Provider from time to time and in accordance with national and international laws and regulations;



- c. the Registrant Information and any other information submitted and/or provided is complete, true and accurate and the Registrant will keep the Registrant Information updated at all times; and
- d. the domain name applied for is valid and is in compliance with all relevant applicable laws.

The Domain Service Provider represents and warrants that:

- i. it has been appointed, authorised and/or accredited by the respective Registry and Domain Provider(s) to provide the Services; and
- ii. it has the authority and legal capacity to enter into this Agreement.

The Domain Service Provider expressly disclaims all other warranties of any kind or nature, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and against infringement. The Domain Service Provider does not guarantee any information provided to the Registrant by it or its agents not incorporated into this Agreement, and accordingly, no such information creates any express or implied warranty. The Domain Service Provider's services are provided on an "as it" and "as available" basis.

## **21.10 Use of Domain Name**

- 21.10.1 Upon the effective date of registration, the Registrant shall be entitled to exclusive use of the domain name registered in the Registrant's name.
- 21.10.2 The Registrant agrees and undertakes that it will not use, display, exploit or use the domain name which is illegal or is in convention with or is in violation of any applicable laws or policies.
- 21.10.3 The Registrant undertakes not to be engaged in the following activities:
  - a. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request for such material (spam). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have expressly requested for it.
  - b. Harassment, whether through language, frequency, or size of messages.
  - c. Creating or forwarding "make-money fast" type messages, "chain letters" or "pyramid schemes" of any type, whether or not the recipient wishes to receive such messages.
  - d. Malicious e-mail, including, but not limited to, flooding a user or site with very large or numerous pieces of e-mail.
  - e. Unauthorized use, or forging, of mail header information (i.e., spoofing).

The Registrant's use of the domain name shall also be in compliant with the Domain Service Provider's Acceptable Use Policy and all other applicable policies.



The Registrant acknowledges that a breach of this Clause 10 will constitute a material breach of this Agreement and the Domain Service Provider shall be entitled to terminate this Agreement immediately upon such breach without having to refund any of the fees paid by the Registrant to the Domain Service Provider.

#### **21.11 Policies**

- 21.11.1 The Registrant agrees to be bound by all of the Domain Service Provider Policies and the rules and regulations and policies of the Registry and Domain Provider(s) in relation to the Services.
- 21.11.2 In the event of dispute arising due to the Registrant's registration and/or use of a domain name, the Registrant agrees to be bound by the applicable ICANN Uniform Dispute Registration Policy (which is available on the ICANN website: <http://www.icann.org/en/udrp/>) at the time of dispute. The ICANN Uniform Dispute Registration Policy is incorporated herein and shall form part of this Agreement.

#### **21.12 Breach of Agreement or Policies**

- 21.12.1 Failure of the Registrant to abide by any provision of this Agreement or any Domain Service Provider and/or Registry and Domain Provider(s) policy shall constitute a material breach.
- 21.12.2 In the event of a material breach, the Domain Service Provider may provide the Registrant with a written notice describing any such breach and the Registrant shall have seven (7) days to remedy the said breach.
- 21.12.3 If the breach is not remedied by the Registrant to the Domain Service Provider's satisfaction within the time limit stipulated, the Domain Service Provider shall be entitled to delete the Registrant's domain name without further notice or cancel the Registrant's domain name registration without providing a refund of any amount.

Notwithstanding the above, the Domain Service Provider reserves the right to pursue any legal remedies it may have against the Registrant.

#### **21.13 Dispute Resolution**

- 21.13.1 The Registrant acknowledges that the Domain Service Provider cannot, and does not, screen or otherwise review domain name applications to verify that the Registrant's right to use a particular word or term used in the domain name.
- 21.13.2 In the event a party disputes the Registrant's legal right to use, display or register the domain name in a fashion or manner, the Domain Service Provider and Registrant shall act in accordance with the ICANN Uniform Dispute Policy (as set out in Clause 11.2 above). Registrants are encouraged to familiarise themselves with the policy.



- 21.13.3 If the Domain Service Provider is notified of a complaint filed with a judicial or administrative body regarding the Registrant's use of a domain name ("Disputed Domain"), the Registrant agrees not to make any changes to the Disputed Domain's records without the Domain Service Provider's prior approval.
- 21.13.4 The Domain Service Provider reserves the right not to allow the Registrant to make any changes to such Disputed Domain's records until and unless:
- a. the Domain Service Provider is directed to do so by the judicial or administrative body concerned; or
  - b. the Domain Service Provider receives notification from the Registrant and the other party contesting the Registrant's registration and use of the Disputed Domain that the dispute has been settled.
- 21.13.5 In the event of dispute between the Registrant and a third party, the Domain Service Provider does not and will not get involved in a proceeding and the Registrant agrees that the Domain Service Provider will not be responsible or liable for any damages or losses which the Registrant or any third party may suffer as a direct or indirect result of any act, omission or negligence on the Domain Service Provider's part or that of the judicial or administrative body.
- 21.13.6 \*The Registrant is strongly encouraged to, prior to applying for registration of a domain name, perform a trademark search with respect to the words and/or phrases comprising the domain name. The Registrant will be solely liable in the event the Registrant's use of a domain name constitutes an infringement or other violation of a third party's rights.

If the Domain Service Provider is named as a party to any legal proceedings commenced by the Registrant or a third party in connection with the Registrant's registration and/or use of a domain name, the Domain Service Provider shall be entitled to suspend the operational status of the domain name pending the outcome of the dispute resolution. In any such event, the Domain Service Provider reserves the right to raise any and all defences deemed appropriate.

## **21.14 Indemnity**

- 21.14.1 The Registrant hereby agrees to defend, indemnify, and hold harmless the Domain Service Provider, the Registry and Domain Provider(s), their officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, Resellers and attorneys ("Indemnified Parties") from and against all claims made by third parties or the Registrant, including, but not limited to all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, legal expenses and any other expenses of any nature whatsoever sustained, incurred, paid by or suffered by each Indemnified Party resulting from or in connection with any claim, action or demand relating to or arising under this Agreement, or relating to the registration or use of the domain name.



21.14.2 The Indemnified Parties shall give written notice to the Registrant of any such claim, action or demand within a reasonable period.

### **21.15 Limitation of Liability**

21.15.1 The Registrant undertakes that it will not seek to recover and shall not be entitled to recover from the Domain Service Provider and/or the Registry and Domain Provider(s) or to be indemnified by the Domain Service Provider and/or the Registry and Domain Provider(s) against any direct, indirect or consequential loss or damage or any claim, proceeding, cost, demand, liability or expense whatsoever and howsoever sustained, incurred or paid by the Registrant to any party in respect of any of the matters and/or the exercise of the Domain Service Provider's rights specified in this Agreement.

21.15.2 The Registrant agrees that the Domain Service Provider will not be liable for any loss of registration and/or use (whether temporary or otherwise and for whatever reason) of the Registrant's domain name, or for interruption of business, or any indirect, special, incidental or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if the Domain Service Provider has been advised of the possibility of such damages.

21.15.3 In any event, the Domain Service Provider shall only be liable to refund to the Registrant the whole or part of the Registration Fee or Renewal Fee (whichever is applicable) paid by the Registrant to the Domain Service Provider. In no event shall the Domain Service Provider's maximum liability under this Agreement exceed any amount paid by the Registrant to the Domain Service Provider.

### **21.16 Notices**

21.16.1 Unless stated otherwise in this Agreement, any notice in relation to the Agreement hereunder shall be deemed to be served if delivered by hand, sent by registered post, fax or electronic mail (e-mail); to the party to whom it is given at its last known postal address, fax number or e-mail address.

21.16.2 The notice will be deemed served if:

- a. delivered by hand, upon written acknowledgment of receipt by the receiving party or its duly authorised employee, representative or agent; or
- b. sent by registered post, on the seventh (7th) day after posting; or
- c. sent by fax or e-mail, upon the transmitting equipment confirming dispatch of the notice as evidenced by the records of the transmitting equipment.

### **21.17 Resellers**

21.17.1 The Domain Service Provider may appoint certain partners to carry out and/or provide certain services contained in this Agreement ("Resellers") including but not limited to the facilitation of registration of Registrants and where applicable, the collection of the relevant Registration Fees on behalf of the Domain Service Provider.



- 21.17.2 Whilst every care is taken to ensure the quality of services provided by the Resellers, the Domain Service Provider shall not be held responsible for any representations, acts or omissions on the part of the Reseller that is inconsistent with the provisions of this Agreement.
- 21.17.3 Registrants subscribing for the Services through a Reseller of the Domain Service Provider shall be bound by the terms and conditions of this Agreement as if it was entered into between the Domain Service Provider and the Registrant directly. For the avoidance of doubt, this Agreement shall prevail in the event a conflict arises from any arrangement entered into between the Registrant and the Reseller.
- 21.17.4 Notwithstanding thereto, the Registrant agrees that any complaints and/or support which the Registrant may have and/or require in relation to the services provided by the Resellers shall be directed to the respective Resellers save and except for complaints and/or support of a technical nature directly related to the Services being provided by the Domain Service Provider, which shall still be resolved by the Domain Service Provider.

## 21.18 Additional Registry Requirements

By signing this Agreement, the Registrant agrees to be bound by the applicable terms and conditions, rules and regulations and the policies of the relevant Registry and Domain Provider(s), which can be found as follows:

.ASIA at <http://www.dotasia.org/policies.html>  
.AU at <http://www.auda.org.au/policies/current-policies/>  
[http://www.distributeit.com.au/pdf/agreements/agreement\\_au.pdf](http://www.distributeit.com.au/pdf/agreements/agreement_au.pdf)  
.BIZ at <http://www.neulevel.com>  
.CC at <http://www.verisign.com>  
.CD at [http://www.nic.cd/company\\_info/CD/RegistrationAgreement.jsp](http://www.nic.cd/company_info/CD/RegistrationAgreement.jsp)  
.CM at <http://www.register.cm/policies.html>  
.CN at <http://cnnic.net.cn/html/Dir/2003/11/27/1520.htm>  
.CO at <http://www.cointernet.co/domain/policies-procedures>  
.COM at <http://www.verisign.com>  
.DE at <http://www.denic.de>, [http://www.rrpproxy.net/forms/DENIC\\_DE\\_POLICY.pdf](http://www.rrpproxy.net/forms/DENIC_DE_POLICY.pdf)  
.EU at <http://www.eurid.eu/>  
.HK and .香港 at <https://www.hkirc.hk/content.jsp?id=37#!/34>  
<https://www.hkirc.hk/content.jsp?id=37#!/35>  
<https://www.hkirc.hk/content.jsp?id=37#!/36>  
Please refer to Annex 1 for HK Registration Agreement – [Mandatory Provision](#)  
.IN at <http://www.inregistry.in/policies/>,  
[http://registry.in/registrars/become\\_a\\_registrar/forms/Terms\\_and\\_Conditions\\_for\\_Registrants.pdf](http://registry.in/registrars/become_a_registrar/forms/Terms_and_Conditions_for_Registrants.pdf)  
.IT at <http://www.nic.it/>, <http://www.nic.it/en/documenti/Regulation5.0.pdf>  
.KR at <http://www.domain.kr/eng/about/about02.jsp>  
.LA at <http://www.la/dispute>  
.LI at <http://www.switch.ch>  
.ME at <http://www.domain.me>  
.MX at <http://www.nic.mx/es/Politicass?CATEGORY=INDICE>



.MY at <http://www.domainregistry.my/agreement.php>  
.NAME at <http://www.nic.name/policies.html>  
.NET at [www.verisign.com](http://www.verisign.com)  
.NZ at [http://www.distributeit.com.au/pdf/agreements/agreement\\_nz.pdf](http://www.distributeit.com.au/pdf/agreements/agreement_nz.pdf)  
.ORG at <http://www.pir.org/>  
.PH at <http://dotph.domains.ph/policies/>  
.PK at <http://pk5.pknict.net.pk/pk5/pgPolicy.PK>  
.SG at <http://www.nic.sg/page/registration-policies-procedures-and-guidelines;>  
<http://www.nic.sg/page/regisrant-agreement;><http://www.nic.sg/page/creation-second-level-domains>  
.SO at [http://soregistry.so/pdfs/dotSO\\_Domain\\_Name\\_Registration\\_Policies.pdf](http://soregistry.so/pdfs/dotSO_Domain_Name_Registration_Policies.pdf)  
.TEL at <http://www.telnic.org/downloads/AUP.pdf>  
.TH at <https://www.thnic.co.th/index.php?page=policy>  
.TRAVEL at [www.tralliance.info](http://www.tralliance.info)  
.TV at <http://www.verisign.com/>  
.TW, 台灣 at [http://www.twnic.net.tw/newdn/product/product\\_02.htm,](http://www.twnic.net.tw/newdn/product/product_02.htm)  
[http://www.twnic.net.tw/newdn/product/product\\_02.htm#2,](http://www.twnic.net.tw/newdn/product/product_02.htm#2)  
[http://www.twnic.net.tw/dn/draftdn.htm,](http://www.twnic.net.tw/dn/draftdn.htm) [http://www.twnic.net.tw/dn/dn\\_h\\_01.htm,](http://www.twnic.net.tw/dn/dn_h_01.htm)  
[http://www.twnic.net.tw/dn/dn\\_h\\_001.htm,](http://www.twnic.net.tw/dn/dn_h_001.htm) [http://www.twnic.net.tw/dn/dn041020.htm,](http://www.twnic.net.tw/dn/dn041020.htm)  
[http://www.twnic.net.tw/english/dn/dn\\_07a.htm,](http://www.twnic.net.tw/english/dn/dn_07a.htm)  
<http://www.twnic.net.tw/english/dn/pdf7a.pdf>  
.UK at  
[http://www.nic.uk/ReferenceDocuments/TermsAndConditions/TermsAndConditions.html,](http://www.nic.uk/ReferenceDocuments/TermsAndConditions/TermsAndConditions.html)  
[http://www.nominet.org.uk,](http://www.nominet.org.uk) <http://www.nominet.org.uk/disputes/drs/policy/>  
.US at <http://www.neustar.us/policies/index.html>  
.VN at [http://www.vnnic.net.vn/english/reg\\_domain/qna.htm](http://www.vnnic.net.vn/english/reg_domain/qna.htm)

## **21.19 Governing Law**

This Agreement is governed by the laws of the Hong Kong Special Administrative Region and the Registrant hereby consents to the exclusive personal jurisdiction of the courts in the Hong Kong Special Administrative Region.

## **21.20 Miscellaneous**

### **21.20.1 Severability**

If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue to be in full force and effect as nearly as possible to reflect the original intention of the Domain Service Provider and the Registrant in executing this Agreement.

### **21.20.2 No Waiver**

The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be deemed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.



#### 21.20.3 Sub-Contracts

The Domain Service Provider may sub-contract, all or any part of its obligations to provide the Services under this Agreement without further notification to the Registrant.

#### 21.20.4 Full Integration

This Agreement, together with the Domain Service Provider Policies, is expressly incorporated herein and constitutes the entire agreement between the Registrant and the Domain Service Provider relating to the domain name. This Agreement supersedes all prior written, oral, or electronic agreements between the Registrant and the Domain Service Provider relating to the domain name.

#### 21.20.5 Written Agreement

This Agreement constitutes a written agreement between the Registrant and the Domain Service Provider notwithstanding the underlying Agreement being dispatched electronically; and acceptance of this Agreement is made electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.

#### 21.20.6 Force Majeure

The Registrant acknowledges and agrees that under any circumstances, the Domain Service Provider shall not be liable to the Registrant for failures or delays in performing the Domain Service Provider's obligations hereunder arising from any cause beyond the Domain Service Provider's reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods. In the event of any such delay, the time for the Domain Service Provider's performance shall be extended for a period equal to the time lost by reason of the delay, which shall be remedied with all due dispatch in the circumstances.

#### 21.20.7 Language

In the event the Registrant is reading this Agreement or if this Agreement is translated into a language other than the English language, the Registrant acknowledges and agrees that the English version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

#### 21.20.8 Modifications / Amendments

The Domain Service Provider reserves the rights to modify and amend this Agreement, any rules and regulations and policies, including the quantum of fees payable to the Domain Service Provider, from time to time. Such modifications and amendments shall be effective and binding upon the Registrant thirty (30) days after the initial posting of the revised Agreement, rules and regulations or policies on the Domain Service Provider's website ([www.webhost.com.hk](http://www.webhost.com.hk)).

Registrants are advised to check and review the Domain Service Provider's website on a regular basis to be aware of any such revisions.





## **POLICIES**

This is where you will find all policies regarding domain names:

- › Acceptable Use Policy
- › Dispute Policy
- › Domain Transfer Policy
- › Local Contact Services Agreement
- › Whois Privacy Service Agreement

### **Domain Name Registration/ Registrant Information Policy**

- i. Qualify for registration;
- ii. Submit certain information and
- iii. Meet certain conditions as detailed below.

### **Qualifications for Registration**

A Domain Name Registrant ("Registrant") must be either (a) an identifiable human individual (over the age of 18 years); or (b) a legally recognized statutory entity (such as a corporation, limited liability company, partnership, or PLC).

### **Registrant Information**

Applications for registration of a particular Domain Name must be accompanied by the following information ("Registrant Information"):

1. Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person maybe the Registrant itself). If the Registrant is an organization, association, corporation, or other legally recognized entity, the contact person must be a person authorized to legally bind the entity.
2. Valid postal address of the Registrant.
3. Functioning e-mail address of the Registrant.
4. Working telephone number for the Registrant, including country code, area code, and proper extension, if applicable.

Providing true, current, complete, and accurate contact information is an absolute condition of registration of a Domain Name with Domain Service Provider. If the Registrant Information provided to Domain Service Provider, or subsequent modification to that information, contains false, inaccurate or misleading information, or conceals or omits pertinent information, Domain Service Provider may terminate, suspend or place on hold the Domain Name registration of any Registrant without notification and without refund to the Registrant.

The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications from Domain Service Provider.

### **Conditions for Registration**

1. Before a prospective can secure the registration of a particular Domain Name, five (5) conditions must be met:



2. Registrant must provide current, complete and accurate Registrant Information to Domain Service Provider.
3. Registrant must acknowledge to have read, understood, accept and agree to be bound by the Domain Service Provider Registration Agreement.
4. Registrant must acknowledge to have read, understood, accept and agree to be bound by Domain Service Provider Policies, including the Acceptable Use Policy and Dispute Policy.
5. Registrant must submit and Domain Service Provider must receive the appropriate payment for registration of the Domain Name in accordance with the Payment Policy below.
6. Domain Service Provider must accept Registrant's offer to register a Domain Name. The registrant is bound to adhere to Domain Service Provider Policies and the Domain Service Provider Registration Agreement upon confirmation to Registrant that the Domain Name registration has been accepted and completed.

### **Term of Registration and Renewal Policy**

All Domain Names are registered for limited period. Specifically, Registrants may choose to register a domain for a period from one (1) year to ten (10) years. In the absence of any successful legal challenge, the Registrant has the right of first refusal to renew the registration of Registrant's Domain Name. This right will expire in thirty (30) days after the last day of the initial term or then existing term of registration for which Domain Service Provider has received payment.

### **Payment Policy**

#### Method of Payment

The only payment method acceptable currently is credit-card.

### **Cancellation Policy**

There are no fees associated with the cancellation of service; however there are no refunds for the registration.

### **Miscellaneous Provisions**

#### *Restricted Domain Names*

Certain Domain Names consisting of only one, two or three characters, are not available for registration. The Prospective Registrant of such a Domain Name will be advised if the particular Domain Name sought to be registered is unavailable for registration.

#### *Right of Revocation*

Domain Service Provider reserves the right, at its own discretion, to revoke the registration of a Domain Name of any Registrant who has violated Domain Service Provider Policies, including the Acceptable Use Policy and Dispute Policy, the Domain Service Provider Registration Agreement or any other agreement or policy binding upon the Registrant with respect to the Domain Name registration.

#### *Registrant's Designated Name Servers*



Domain Name Registrants are responsible for ensuring that at least two name servers remain configured and operable. Domains found to have less than two operable name servers may be deactivated by Domain Service Provider.

#### *DNS Change Request Policy*

Registrant cannot make changes to their DNS settings (i.e. point the Domain Name to a different Name Server or Internet Protocol address) until Domain Service Provider has received payment for the Domain Name registration.

#### *Domain Name Management Password Modification Policy*

Registrants are required to submit and use a Domain Name Management password to access their Registrant Information. Blank Domain Name management passwords are not allowed.

#### *Consumer Protection and Fair-Trading Practices*

Domain Service Provider encourages proper and responsible use of Domain Names by its Registrants. However, Registrants are solely responsible for proper use of particular Domain Names.

Any Registrant concerned with the proper use of a particular Domain Name should review the Acceptable Use Policy. Any party or consumer having a complaint or involved in a dispute involving a particular registrant and wishing to know the Registrant Information for a particular Domain Name should consult the Domain Service Provider Dispute Policy.

#### *Spam Policy*

Domain Service Provider encourages proper and responsible use of Domain Names by its Registrants. However, Registrants are solely responsible for proper use of particular Domain Names.

Any Registrant concerned with the proper use of a particular Domain Name should review the Acceptable Use Policy.

#### *Domain Service Provider Agreements, Policies, Fees*

Registrants are bound to adhere to these Domain Service Provider Policies, including the Dispute Policy and Acceptable Use Policy, the Domain Service Provider Registration Agreement, the Domain Service Provider and any other agreement or policy applicable to Registrants published by Domain Service Provider via Domain Service Provider's web site. Registrants are also subjected to the fees applicable for the particular service they request at the time such service is requested.

#### *Modifications to Agreements, Policies and Services*

Domain Service Provider reserves the right to revise the terms and conditions of these Domain Service Provider Policies, including the Dispute Policy and Acceptable Use Policy, the Domain Service Provider Registration Agreement, the Domain Service Provider Agreement or any other agreement or policy published by Domain Service Provider. Domain Service Provider may also change the services provided under these agreements and policies. Any such revision or change is binding upon Registrants and effective thirty (30) calendar days after the initial date of the posting of such revisions or modifications on Domain Service Provider's web site and are retroactive upon the effective date. By continuing to use Domain Service Provider services after the effective date, Registrants agree to be bound by and abide by any such revisions or changes.



Registrants should review Domain Service Provider's web site periodically to be aware of any such revisions. If at any time a Registrant does not agree to any revisions to said agreements or policies, Registrant may terminate its agreement with Domain Service Provider by following the instructions in the Cancellation Policy.