

## Schedule 5

### REGISTRATION AGREEMENT - MANDATORY PROVISIONS

**Important Note:** This document sets out the **minimum** terms and conditions to be contained in a Registration Agreement between the Registrar and a Registrant. It does not purport to be, and is not, a comprehensive Registration Agreement.

The Registration Agreement must contain the following **minimum** terms and conditions:

#### **1 DOMAIN NAME SERVICES**

- 1.1 The Registrant shall at all times comply with all prevailing requirements prescribed by HKIRC in connection with any of the .hk or 香港 domain name (the “**Domain Name**”), and shall only request the Registrar Services in the form and manner prescribed by HKIRC from time to time.
- 1.2 In registering a Domain Name, the Registrant acknowledges and agrees that neither HKIRC nor MARKMONITOR INC. (the “**Registrar**”) has made any determination with respect to the legality of the Domain Name registration or its use.
- 1.3 The Registrant acknowledges and agrees that the Registrar shall monitor the status of Domain Names registered through the Registrar and shall, at its own initiative or on receipt of complaint, conduct checks to verify whether a Domain Name is being used in connection with phishing or "spam" advertising. The Registrar shall delete or suspend a Domain Name if so directed by HKIRC. HKIRC may issue such a direction on receipt of any notice from any government or law enforcement authority (including without limitation the Hong Kong Police Force or the Office of Telecommunications Authority) that the use of the Domain Name is in breach of any laws, directives, guidelines, codes of practice or regulations issued by such local authorities, or if, in HKIRC's reasonable belief, the continuation of registration of the Domain Name or the operation of web site referenced by the Domain Name is likely to damage or adversely affect the goodwill, reputation and operation of HKIRC or the domain name industry in Hong Kong, or may expose HKIRC to risks of third party claims or civil or criminal prosecution.

#### **2 PUBLICATION OF REGISTRANT PERSONAL DATA**

- 2.1 The Registrant acknowledges, agrees and has granted consent to HKIRC that HKIRC is entitled to publicly disclose to third parties all personal data and information relating to the registered Domain Name in order to enable HKIRC to maintain a public WHOIS service, provided that such disclosure is consistent with:

- (a) the Applicable Data Protection Law ;
  - (b) the Published Policies; and
  - (c) this Registration Agreement.
- 2.2 The Registrant grants to the Registrar the right to disclose to the HKIRC all information which is reasonably required by HKIRC in order to enter the Domain Name into the Registry Server.

### 3 CHANGE OF REGISTRARS

- 3.1 The Registrar shall not prevent a Registrant from changing the registrar of record, except in accordance with the Registration Policies.
- 3.2 The Registrar shall ensure that the Registrant can easily transfer registered Domain Names to another registrar in accordance with the Published Policies.
- 3.3 In the event that:
- 3.3.1 the Registrar is no longer a registrar; or
  - 3.3.2 the Registrar's HKIRC Accreditation is suspended or terminated; or
  - 3.3.3 the Registrar Agreement is terminated by HKIRC,
- the Registrar shall immediately give notice to its Registrants, and advise the Registrants that they should transfer the registered Domain Name to a new registrar.
- 3.4 In the event that the Registrar Agreement between HKIRC and the Registrar is terminated due to default or breach of the Registrar, the Registrar must not charge the Registrant any fee for the transfer of the registered Domain Name to another registrar. The Registrar shall take all necessary actions to preserve the rights of its Registrants.
- 3.5 If the Registrant of a Domain Name registered under Hong Kong Network Information Centre ("HKNIC") Registration Agreement Version 1.x or 2.xx elects to change the Registrar from Hong Kong Domain Name Registration Company Limited ("HKDNR") to another Registrar ("New Registrar"), the Registrant shall acknowledge and accept that the Domain Name registration will be subject to the terms and conditions of the then current registration agreement of the new Registrar. For the avoidance of doubt, if the Domain Name registration is under one of the above-mentioned agreements, the Contract Version field of the WHOIS result display for that Domain Name will display the word "Old".
- 3.6 The Registrant shall provide an authorization code ("**Authorization Information**") to a new registrar in order to initiate the change of registrar. The Registrar can request that HKIRC provide this Authorization Information by sending it to the Registrant's email address. The Registrar shall not, if requested to do so by a Registrant, refuse to make such a request of HKIRC.

- 3.7 In the event that the Registrar is no longer an HKIRC-Accredited registrar, the Domain Name held by a Registrant shall be transferred to another HKIRC-Accredited registrar within a specified period of time. If the Registrant fails to elect a registrar and effect the transfer, HKIRC shall be entitled to transfer the Domain Name to registration with HKDNR, together with any personal data held by the Registrar in relation to that Registrant.

#### **4 REGISTRANT'S OTHER OBLIGATIONS**

- 4.1 Throughout the Term of the Registration Agreement, the Registrant must:
- 4.1.1 comply with the Published Policies (including but not limited to the Registration Policies, Procedures and Guidelines, Acceptable Use Policy, Domain Name Dispute Resolution Policy and Rules of Procedure and the Registration Agreement. The Published Policies can be found on the web site of HKIRC, [www.hkirc.hk](http://www.hkirc.hk);
  - 4.1.2 give notice to HKIRC, through the Registrar, of any change to any information in the Registrant Data as soon as possible.
- 4.2 The Registrant shall not, directly or indirectly, through registration or use of its Domain Name or otherwise:
- 4.2.1 infringe or violate the legal rights of any third party; or
  - 4.2.2 violate any applicable laws and regulations.
- 4.3 The Registrant acknowledges and agrees that HKIRC may collect Registrant information for the purpose of HKIRC membership.

#### **5 DISPUTE RESOLUTION**

- 5.1 For any Domain Name registered with the Registrant that is challenged by a third party, the dispute will be handled according to the provisions of the Domain Name Dispute Resolution Policy for .hk and .香港 Domain Names.
- 5.2 Any decision made by an arbitration panel duly appointed by a dispute resolution service provider shall be final and binding on the Registrant and the Registrant shall abide by such decision.

#### **6 REGISTRANT WARRANTIES**

- 6.1 The Registrant warrants that it meets, and continues to meet, the eligibility criteria prescribed in HKIRC's Published Policies and this Registration Agreement for registering

a Domain Name. In the event that the Registrant ceases to meet such eligibility criteria, the Domain Name registration may be terminated by either the Registrar or HKIRC.

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

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

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

## **7. HKIRC Contact Registrants**

7.1 The Registrant acknowledges that HKIRC may contact the Registrant in a number of situations including, but not limited to, inviting the Registrant to join HKIRC as a member; where there has been, or will be, a change in registrar, whether voluntarily or involuntarily on the part of the Registrant, due to termination of the Registrar; for the matters in relation to the administration and service of Domain Names; inviting the Registrant to take part in a customer satisfaction survey or other survey, and introducing seminars, conferences, training, and other news related to the Internet industry. If the Registrant does not want to receive unsolicited marketing or promotional emails, the Registrant can request that HKIRC remove the Registrant from the marketing or promotional email subscription list.

## **8. LIABILITIES**

- 8.1 The Registrant shall indemnify and hold harmless HKIRC as the registry from all liabilities, losses, damages, costs, legal expenses, professional and other expenses of any nature howsoever sustained, incurred, paid by or suffered by HKIRC which are directly or indirectly related to any claim, action, or demand arising out of or related to the registration or use of the Domain Name brought by the Registrant.
- 8.2 Notwithstanding any other provision of this document and to the fullest extent permitted by law, HKIRC will not be liable to the Registrant for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant as a result of any act or omission whatsoever of HKIRC and the Registrar, its employees, agents or sub-contractors (other than liability for death or personal injury arising on account of negligence on HKIRC's part).
- 8.3 Save only in respect of liability for death or personal injury arising on account of negligence on HKIRC's part, in no event shall HKIRC's maximum liability under these Registration Policies exceed 125% of the registration fees paid by the Registrar to HKIRC for the Registrant's Domain Name in respect of its period of registration.