

UDR LIMITED

REGISTRATION POLICIES

DOMAIN NAME REGISTRATION POLICIES, PROCEDURES, AND GUIDELINES

These Registration Policies, Procedures, and Guidelines form part of the Published Policies of UDR. The Registration Policies apply to all UDR Domain names and must be complied with by both Registrars and Registrants. These Registration Policies shall be read together with the separate registration agreements entered into between registrars and registrants and the other policies published by UDR, including ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").

1. DEFINITIONS

In these Registration Policies, except where the context requires or unless otherwise specified, a reference to:

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

Business Days means normal working days in Hong Kong, excluding weekends and bank and public holidays and days during which a black rainstorm and Typhoon signal number 8 or above is hoisted.

Cancel or **Cancellation** means the deletion of a Domain Name registration from UDR's registry.

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

Contract Period means the term of the registration agreement with the Registrar that the Registrant elects for the registration, renewal, or transfer of a Domain Name.

Domain Name means a domain name under the namespaces .hk.com, .hk.org, .ltd.hk, or inc.hk.

Domain Name Services means services provided in relation to Domain Names, including (but not limited to) registration, renewal, transfer, modification, and deletion of a registration.

Force Majeure means any act, event, omission, or accident beyond the reasonable control of the Party seeking to rely on such Force Majeure, including, without limitation, any strike, lock-out, labour dispute, act of God, inability to obtain labour, utilities or services, acts of any government authority, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, civil disturbances, explosions, fire, unanticipated loads or transactions in the Registry Server, breaches of security, computer viruses, faults or

defects in third party software, equipment and degradation or failure of telecommunications services; provided that if any such event is reasonably unforeseeable by the Party seeking to take advantage of such Force Majeure, that Party shall take all reasonable steps within its control to avoid the occurrence or minimise the impact of such Force Majeure.

HKSAR means the Hong Kong Special Administrative Region of the People's Republic of China.

Malicious Use means any usage which, in UDR's sole discretion, breaches the widely accepted norms of proper utilisation of a Domain Name such as spamming, phishing, or other immoral or illegal uses.

Minor means a person aged between the ages of eleven (11) and seventeen (17).

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

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

Registration Agreement means the agreement entered into between a Registrant and a Registrar that includes the mandatory terms and conditions specified by UDR in these Registration Policies. The Registrant shall agree to be bound by the Registration Agreement in respect of any Domain Name registration.

Registration Policies means these Registration Policies together with any subsequent versions, amendments, and supplements.

Reseller means a registration service provider or other agent who is registered with and authorised by a Registrar.

Reserve List means the list of those Domain Names which are reserved by UDR and are not available for registration, as may be varied by UDR from time to time.

UDR means UDR Limited, the domain registry that maintains database of all administrative data for domain registrations under the namespaces .hk.com, .hk.org, .ltd.hk, or inc.hk.

UDRP means ICANN's Uniform Domain Name Dispute Resolution Policy which has been adopted by UDR, including any amendments, supplements, or subsequent versions. UDR's website will link to the UDRP.

2 REGISTRATION OF DOMAIN NAMES

2.1 Registration Policies

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

2.2 Dispute Resolution Policy

The UDRP forms part of these Registration Policies and the Registration Agreement.

2.3 UDR policies

The Registrant shall comply with all policies published by UDR in respect of registration of all Domain Names. UDR may amend or revise such policies from time to time.

3 ELIGIBILITY REQUIREMENTS FOR DOMAIN NAMES

There are different eligibility requirements for Domain Name registrations. The eligibility requirements are set out below.

3.1 Election of contract period

At the time of making an application to register, transfer, or renew a Domain Name, the Registrant must elect a Contract Period or accept the Contract Period allowed by the Registrar or by UDR. The initial Contract Period will commence on the Activation Date. Each subsequent Contract Period will commence on the day immediately following the end of the previous Contract Period, provided that renewal fees have been paid on time.

3.2 Representations and warranties

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

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

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

4 DOMAIN NAME STRUCTURE

4.1 Choosing a Domain Name

Any applied for Domain Name must meet the Domain Name structure requirements, as set out in clause 4.2. If the Domain Name does not meet the Domain Name structure requirements, registration of the Domain Name may be refused.

4.2 Domain Name structure requirements

The total length of the Domain Name, including the dots (.), cannot exceed 63 characters. The only characters allowed are letters (A to Z, case-insensitive), digits (0 to 9), and hyphens (-). The Domain Name can only begin and end with letters or digits. Hyphens (-) are not allowed in the third and fourth character positions.

5 RESERVED DOMAIN NAMES AND PROHIBITED DOMAIN NAMES

5.1 Right to reserve Domain Names

UDR has the right to reserve Domain Names at any time to prevent those reserved Domain Names from being registered in UDR's sole discretion.

5.2 Reservation of right to use certain Domain Names

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

5.3 Prohibited Domain Names

The following Domain Names may be refused registration for any Domain Name which is a single-character label, including A to Z, 0 to 9 and '-'.

5.4 Use of the prohibited words

Any application to register a Domain Name may be rejected where the applied for Domain Name consists of or contains a reference to the words "government", "bank", "insurance", "assurance", or any other word which is subject to prohibition or restriction under any controlled words legislation of HKSAR law unless the Registrant is satisfied that its use of the Domain Name will not contravene the provisions of such legislation. Neither UDR nor the Registrar assumes any responsibility for vetting Domain Name applications to ensure that the Domain Names do not comprise of or incorporate a controlled word.

The Registrar or UDR may refuse to register or may cancel the registration of a Domain Name if the Registrant fails to comply with this clause 5.4, or if, in the Registrar's or UDR's opinion, the Domain Name registration may lead to the Registrant's contravention of any applicable legislation of the HKSAR.

6 ALLOCATION POLICY

6.1 General allocation of Domain Names

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

6.2 Auctioning of Domain Names

UDR may in its sole discretion decide to auction certain Domain Names that it has reserved according to clause 5 or have not been registered.

7 APPROVAL OF APPLICATION FOR A DOMAIN NAME

7.1 Approval and activation of a Domain Name

The Activation Date shall be the effective date of the registration of the Registrant's Domain Name. A Domain Name shall be registered for the term specified by the Registrant in the Domain Name application as accepted by the Registrar.

7.2 Refusal to register a Domain Name

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

7.3 Provision of services by UDR

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

8 EFFECTS OF REGISTRATION

8.1 Right to use Domain Name

Once the Registrant's application for registration of a Domain Name has been approved, the Registrant shall have the right to use the Domain Name as the Registrant's online address subject to the Registrant's compliance with these Registration Policies, the Registration Agreement, and other policies published by UDR.

8.2 Registration does not constitute ownership

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

8.3 No responsibility for use of Domain Name

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

8.4 No decision as to legality of Domain Name

By registering a Domain Name neither UDR nor the Registrar makes any determination, nor are UDR or the Registrar capable of making any determination, with respect to the legality of the Domain Name registration or otherwise evaluates whether registration or use of the Domain Name may infringe any rights of a third party. As a consequence, the Registrant shall not use the fact that the Domain Name has been registered as a defense in any legal proceedings brought against the Registrant by any third party in connection with such registration or use of the Domain Name.

8.5 Publication of Registrant's personal data

By applying for a Domain Name, the Registrant consents to UDR and the Registrar publishing the Registrant's details, including but not limited to the name, the administrative contact's particulars (including name, address, telephone number(s), fax number, and email address), the dates relating to the registration of the Domain Name, and results of any dispute resolution proceedings, if the Registrant's application is approved.

The Registrant acknowledges that this information (if it refers to individuals) may be "personal data" for the purposes of Personal Data (Privacy) Ordinance (Cap.486) as amended from time to time. The Registrant acknowledges and agrees that organizations other than UDR and the Registrar, as well as members of the public, will have access to all or some of such information to obtain information about the Domain Name registration or any other related purpose pursuant to UDR's Privacy Policy, which can be found on UDR's website.

8.6 Registrant to provide accurate personal data

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

8.7 Registrar to monitor Domain Names

The Registrar shall monitor status of Domain Names registered through the Registrar and shall at its own initiative or on receipt of any complaint, conduct checks and verify if any Domain Name is being used for Malicious Use. The Registrar shall delete or suspend a Domain Name if so directed by UDR or upon receipt of any notice from any government or law enforcement authority that the use of the Domain Name or the website referenced by the Domain Name is in breach of any laws, directives, guidelines, codes of practice, or regulations issued by such local authorities, is used for or in connection with illegal activities, or is in UDR's reasonable belief that the continuation of registration of the Domain Name or the operation of any website referenced by the Domain Name is likely to damage, adversely affect, or prejudice the goodwill, reputation, and/or operation of UDR or the domain name industry in the HKSAR, or may expose UDR to the risk of third party claims or civil or criminal prosecution. UDR can suspend or delete the Domain Name if the Registrar fails to take action within a specific period.

9 NAME SERVERS

9.1 Provision of name servers details

In order to use a Domain Name after registration, the Registrant should list at least two independent name servers in the registration application form. These name servers must be operational, connected to the Internet, and able to receive queries in relation to the Domain Name and respond to any such queries accordingly. The contact persons provided by the Registrant in the application form shall be responsible for and should be familiar with the Domain Name operation.

9.2 Cancellation of Domain Name registration if name servers not operational

A Domain Name registration may be cancelled if the name servers listed in the Registrant's application are not fully set up, operational, or connected to the Internet within thirty (30) calendar days after the Activation Date or if the name servers persistently do not respond to the queries in relation to the Domain Name.

9.3 Provision of temporary name server records

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

9.4 Modifying temporary name server details

The Registrant can modify the name server details temporarily provided by the Registrar or UDR for any newly registered Domain Name of the Registrant in accordance with clause 9.3.

10 PASSWORDS

10.1 Account password

The Registrant shall choose and assign an account password for the Registrant's registration account with the Registrar. The Registrar will use the password as the identification key for future modifications of the Registrant's Domain Name registration information held by the Registrar. It is solely the responsibility of the Registrant to safeguard such passwords from any unauthorised use. In no event will UDR or the Registrar be liable for the unauthorised use or misuse of a Registrant's password.

10.2 Authorisation code

The Registrant can request an authorisation code from the Registrar in respect of each Domain Name registration to provide to a new registrar in order to transfer any Domain Name registration and request a new registrar to manage the Domain Name.

11 MODIFICATION OF DOMAIN NAME DETAILS

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

11.1 Online modification form

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

11.2 Modification of contact information

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

11.3 Modification of name servers

The Registrar will accept a modification of the name servers of a Domain Name registration when the correct password for that Domain Name registration is submitted. The Registrar will send an e-mail notification to the administrative contact and the technical contact when such a modification of name servers is made.

12 REGISTRAR'S ACTS

12.1 Registrar's actions are binding on the Registrant

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

- (a) is authorised to apply for Domain Name Services on the Registrant's behalf;
- (b) is authorised to bind the Registrant to the terms and conditions of these Registration Policies; and
- (c) has notified the Registrant of the terms and conditions of these Registration Policies, the Registration Agreement and any other relevant policies published by UDR.

12.2 Responsibility for Registrar

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

12.3 No refund of fees due to error by Registrar

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

13 CANCELLATION OF DOMAIN NAMES

13.1 Cancellation at Registrant's request

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

13.2 Cancellation by Registrar or UDR

UDR or the Registrar may cancel a Domain Name registration for any of the reasons provided in the Registration Agreement or any policies published by UDR, including but not limited to:

- (a) on receiving written request from the Registrant in the prescribed form, requesting cancellation of the Domain Name registration;

- (b) if the Registrant does not pay the Registrar the requisite fees or provide the Registrar with the requisite documentary proof for its Domain Name registration by the due dates, or the Registrar does not pay the requisite fee to UDR;
- (c) pursuant to clause 21.2 when an Arbitration Panel has rendered a decision that the Domain Name registration be cancelled;
- (d) if the Registrant uses, allows the use of, or acquiesces to the use of the Domain Name in any manner or for any purpose which is illegal or which otherwise violates any law, rule, regulation, order, or other legal instrument in force in the HKSAR, or if there are reasonable grounds to believe that the Registrant has done or is doing so;
- (e) if UDR or the Registrar believe, on reasonable grounds, that allowing the registration of the Domain Name to remain active exposes UDR or the domain name industry to a real threat or risk (in the sense of not being trivial) that legal action will be taken against UDR or the Registrar, whether in the HKSAR or in any other jurisdiction;
- (f) if UDR or the Registrar believe, on reasonable grounds, that allowing the registration of the Domain Name to continue is likely to damage or adversely affect UDR's or the domain name industry's reputation and/or goodwill, whether in the HKSAR or elsewhere;
- (g) if UDR or the Registrar believe, on reasonable grounds, that allowing the registration of the Domain Name to continue is likely to put UDR or the Registrar in conflict with any statutory obligations or the terms of a HKSAR court order;
- (h) if:
 - i. the Registrant breaches any of the terms of these Registration Policies, the Registration Agreement, or other policies published by UDR;
 - ii. the Registrant's Domain Name registration is challenged by a third party who has applied to a dispute resolution service provider for resolution of the dispute and the Registrant refuses to submit to the arbitration proceedings in accordance with the UDRP;
 - iii. in UDR's or the Registrar's determination, the registration and use of the Domain Name contravenes any of these Registration Policies, the relevant Registration Agreement, or any policies published by UDR;
 - iv. in UDR's or the Registrar's determination, fraud was committed in the registration process for the Domain Name where material information provided by the Registrant is false or misleading or otherwise concealed or omitted;
 - v. the Registrant's name servers are not fully set up, operational, or connected to the Internet within thirty (30) calendar days of the Activation Date, or the name servers persistently do not respond to queries in relation to the Domain Name;
- (i) if either UDR or the Registrar decide in their sole discretion that it is undesirable or unsuitable to maintain the registration of the Domain Name;
- (j) if the Registrant is an individual, on the completion of the probate period for his/her estate; or
- (k) if the Registrant is a company or organisation, on its dissolution or striking off from the Register of Companies in the HKSAR, or on the completion of its liquidation or winding-up period.

13.3 Notice of cancellation of a Domain Name

If any of the events stated in clause 13.2(h) occur, the Registrar shall send the Registrant a written notice, describing the reason for the proposed cancellation of the Domain Name registration. The Registrant has seven (7) calendar days from the date on such a notice to provide evidence satisfactory to the Registrar that the reason for cancellation no longer exists or is not justified. If the reason for cancellation is due to the Registrant's alleged breach of these Registration Policies, the Registrant must provide satisfactory evidence to show otherwise, or alternatively that such breach has been remedied.

13.4 Effective date of cancellation of a Domain Name

The cancellation of the Domain Name registration shall take effect:

- (a) for cancellation under clause 13.2(a), seven (7) calendar days after the Registrar has received a cancellation written request from the Registrant in the prescribed form;
- (b) for cancellation under clause 13.2(b), the day after the due date for the fee unless the fee payable is a renewal fee in which case in accordance with clause 17.5;
- (c) for cancellation under clause 13.2(c), on the day after the end of fourteen (14) calendar days after the Registrar receives notice of such decision;
- (d) for cancellation under clause 13.2(d), with immediate effect on giving the Registrant notice;
- (e) for cancellation under clause 13.2(e), with immediate effect on giving the Registrant notice;
- (f) for cancellation under clause 13.2(f), with immediate effect on giving the Registrant notice;
- (g) for cancellation under clause 13.2(g), with immediate effect on giving the Registrant notice;
- (h) for cancellation under clause 13.2(h), on the day after the end of the seven (7) calendar day period described in clause 13.3 unless the Registrant has provided the Registrar or UDR with evidence satisfactory to the Registrar that the reason for cancellation no longer exists or is not justified;
- (i) for cancellation under clause 13.2(i), on the day after the end of the fourteen (14) calendar days after the Registrar or UDR notifies the Registrant of the exercise of discretion under clause 13.2(i);
- (j) for cancellation under clause 13.2(j), on the day the Registrar has notice of the completion of the probate period;
- (k) for cancellation under clause 13.2(k), on the day the Registrar has notice of the dissolution or striking off from the Register of Companies of the HKSAR or the completion of the liquidation or winding-up.

13.5 Re-use of Domain Names

Save for the situation stipulated in clause 5, once a Domain Name registration has been cancelled pursuant to this clause 13, the Domain Name shall be available for registration again after a period Pending Deletion with a date range determined by UDR.

14 UNAUTHORISED CANCELLATIONS

14.1 Objections to unauthorised cancellations

If during the notification period in clause 13.1 the Registrant claims that any cancellation request relating to the Domain Name was submitted without its authorisation and the Registrant objects to the cancellation, the Registrant must submit with its objection documentary proof satisfactory to the Registrar that it is the authorised Domain Name holder before the Registrar will disallow the cancellation.

14.2 Approval of unauthorised modifications or cancellations

If, during the notification period in clause 13.1, the Registrant claims that any cancellation request relating to its Domain Name was submitted without its authorisation but it decides to approve the cancellation, before the Registrar will allow the cancellation. The Registrant must:

- (a) submit with the Registrant's claim documentary proof satisfactory to the Registrar that it is the authorised Domain Name holder; and
- (b) resubmit a cancellation request to the Registrar.

15 INFORMATION TO BE PROVIDED BY REGISTRANT TO REGISTRAR

15.1 Form of applications

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

15.2 Provision of up-to-date information

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

16 FEES

16.1 Payment of fees by Registrant to Registrar

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

16.2 Method of payment

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

16.3 Service dependent on fees paid

Domain Name Services will only be rendered to the Registrant after UDR has debited the applicable fees from the Registrar's credit balance.

17 RENEWAL OF DOMAIN NAME

17.1 Conditions for renewal

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

- (a) the Registrant has paid all applicable fees;
- (b) the Registrant has not breached any of the provisions of these Registration Policies, the Registration Agreement, or policies published by UDR; and
- (c) the Domain Name is not reserved by UDR or prohibited in accordance with clause 5.

17.2 Renewal of Domain Name registration

At the end of each Contract Period, the Registrant must renew its Domain Name registration in accordance with the current versions of the Registration Agreement, the Registration Policies, and other policies published by UDR at the date of renewal.

17.3 Election of Contract Period at renewal

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

17.4 Renewal fees

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

17.5 Failure to pay renewal fee

If the Registrant fails to pay the renewal fee by the due date, the Registrar will cancel the Registrant's Domain Name registration and the Domain Name will enter period Pending Delete. During the Pending Delete period the Registrant may apply to reinstate its Domain Name provided the Registrant pays the renewal fee, the late charge or reinstatement fee, and any other outstanding fees. If the Registrant does not apply to reinstate the Registrant's Domain Name registration during the Pending Delete period the Domain Name may be made available for new registrations.

18 TRANSFER OF REGISTRATION OF DOMAIN NAMES

18.1 Procedure for transferring a domain name

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

- (a) the Transferor and the Transferee mutually consent to the transfer and jointly execute a Transfer Form and Transfer Procedure as prescribed by the Registrar or the transfer is ordered by the Court or a dispute resolution service provider according to the UDRP;
- (b) the Transferee:
 - i. complies with the eligibility requirements set out in these Registration Policies, the Registration Agreement, and other policies published by UDR applicable to the Domain Name that is being transferred;
 - ii. shall be bound by the terms and conditions of these Registration Policies, the Registration Agreement, and other policies published by UDR;
 - iii. pays the prescribed fees as set out, if any, by the Registrar;
- (c) Registrar of the Transferor or the Transferee has a positive credit balance with UDR before the application for the transfer; and
- (d) the Domain Name registration is not being challenged by a third party or pending dispute resolution in accordance with the UDRP.

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

18.2 Transfer on liquidation or winding-up of a company

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

18.3 Transfer on dissolution or striking off of a company

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

18.4 Transfer on the death of an individual

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

probate period, the Registrar or UDR may cancel the Domain Name registration on notification of the completion of the probate.

18.5 Transfer of a Domain Name already on the Reserve List

The Registrar or UDR shall have the right to disallow the transfer of any Domain Name if the Domain Name is, at the time of the proposed transfer, already reserved by UDR in accordance with clause 5.

18.6 No other means of transfer

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

19 CHANGE OF REGISTRAR

19.1 Changes in accordance with Registration Policies

The Registrar shall not prevent a Registrant from changing the Registrar of record save in accordance with these Registration Policies, the Registration Agreement, and other policies published by UDR.

19.2 Registrar to ensure Domain Name registration can be transferred

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

19.3 Change of status of Registrar

In the event that:

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

the Registrar shall immediately give notice to all Registrants to whom such Registrar is, as at the date of the occurrence of any of such events as set out in this clause 19.3, providing Domain Name services and the Registrar shall inform the Registrants that they should transfer the registered Domain Name to a new registrar in accordance with the policies published by UDR. If the Registrant fails to elect a registrar and effect the transfer, UDR shall be entitled to transfer the Domain Name registration to a registrar of its choosing, together with any personal data held by the previous Registrar in relation to the Registrant.

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

19.4 Authorisation code to transfer Domain Name

Where a Registrant requests a change of registrar from the Registrar, the Registrant may request an authorisation code to be sent to the Registrant's email address. The Registrar shall not, if requested to do so by a Registrant, refuse or incur unreasonable delay to make such a transfer request to UDR. The authorisation code is proof of the Registrant's desire to change Registrars. When the new Registrar has received the authorisation code from the Registrant, the new Registrar must submit the request to change Registrar to UDR.

If the change of Registrar was requested without the knowledge and authorisation of the Registrant, the old Registrar or the Registrant can object to the change by providing a signed letter to UDR with documentary proof of the legal status of the Registrant. UDR will roll back the Domain Name registration to the original Registrar if UDR determines that the objection is valid and acceptable.

20 TERMINATION OF REGISTRATION POLICIES

20.1 Termination Date

These Registration Policies shall terminate on the date on which the cancellation of registration of the Registrant's Domain Name becomes effective (the "Termination Date") under clause 13.

20.2 Survival of clauses

On the Termination Date, the provisions of these Registration Policies shall terminate except for clauses 1, 8.3, 8.4, 8.5, 19, 20, 21, 22, 23, and 25, which shall survive the termination of these Registration Policies.

20.3 No recourse on termination

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

21 DISPUTE RESOLUTION

21.1 Application of the UDRP

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

21.2 Arbitration or court proceedings

A dispute can either be resolved by the Arbitration Panel appointed by the approved dispute resolution service provider or adjudicated by a HKSAR court.

21.3 Decision of arbitration panel final and binding

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

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

21.4 Relinquishing registration of a Domain Name

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

- (a) submits an application form requesting the registration of a new Domain Name together with the prescribed fees;
- (b) submits a written request for assistance, including identifying the Registrant's desired new Domain Name; and
- (c) provides the Registrar with a copy of the settlement agreement between the Registrant and the third party challenging the Registrant's registration of the Domain Name, which should state specifically that the third party agrees to the co-existence of the Domain Name in dispute and the Registrant's proposed new Domain Name for a thirty (30) day period.

21.5 No modification to Domain Name registrations during a dispute

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

- (a) the resolution of the dispute by the Arbitration panel;
- (b) UDR or the Registrar is otherwise directed by the Arbitration Panel;
- (c) UDR or the Registrar receives notice from the Registrant and the other party to the dispute (or, in the case of legal proceedings, the parties to the relevant proceedings) that the dispute or complaint is confirmed to have been settled; or

(d) the Registrant relinquishes the Domain Name pursuant to Clause 21.4.

22 INDEMNITY

22.1 Indemnity to UDR

The Registrant hereby agree to defend UDR, indemnify UDR, and hold UDR harmless, including UDR's directors, employees, and agents(collectively, the "Indemnified Parties"), from all liabilities, losses, damages, costs, legal expenses, professional, and other expenses of any nature howsoever sustained, incurred, paid by, or suffered by UDR which are directly or indirectly related to any claim, action, or demand arising out of or related to the registration or use of the Registrant's Domain Name brought by the Registrant or any third party.

22.2 Indemnified parties to notify the Registrant of claims

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

23 LIMITATION OF LIABILITY

23.1 Limitation of UDR's liability

UDR disclaims any and all loss or liability including, but not limited to loss or liability:

- (a) resulting from access delays or interruptions, or the unavailability of UDR's website or Domain Name related services;
- (b) resulting from system or processing errors or delays;
- (c) resulting from data non-delivery or data mis-delivery;
- (d) resulting from an event of Force Majeure;
- (e) resulting from the unauthorised use or misuse of the Domain Name password, authorisation code, or other security authentication option;
- (f) resulting from errors, omissions, or misstatements in any and all information or service(s) provided under these Registration Policies;
- (g) that the Registrant may incur in connection with the processing of the application for the Domain Name Services, UDR's processing of the authorised modification of the Registrant's Domain Name record, or the Registrar's failure to pay any fees, including the initial registration fee or renewal fee;
- (h) as a result of the application of the UDRP; or
- (i) as a result of the exercise of UDR's powers under clause 13.

23.2 No immunity

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

23.3 Disclaimer of warranties

UDR expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. UDR does not warrant:

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

23.4 Use of material from UDR's website

Any material that is downloaded or otherwise obtained from UDR's website, including from any third party website linked to from UDR's website, is done at the Registrant's own discretion and risk and the Registrant will be solely responsible for any damage to the Registrant's computer system or loss of data that results from the download or obtaining of such material.

23.5 No liability for failure of Internet communications

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

23.6 Hypertext links on UDR's website

Certain hypertext links on UDR's website will lead to websites which are not under UDR's control unless otherwise specified. UDR makes no warranties, representations, or undertakings about any content of any other third party website referred to or accessed by hypertext link through UDR's website. UDR does not endorse or approve the content of any third party website and does not accept any responsibility or liability for or in connection with any such website.

23.7 No right to recover from UDR

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

23.8 No liability for indirect losses

UDR will not be liable for the cancellation and/or loss of use (for whatever reason and whether temporary or otherwise) of the Registrant's Domain Name, for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether

in contract, tort (including negligence), or otherwise, even if UDR has been advised of the possibility of such damages.

23.9 UDR's maximum liability

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

24 AMENDMENTS TO THESE REGISTRATION POLICIES

UDR reserves the right to amend these Registration Policies by notice in writing.

25 ASSIGNMENT

25.1 Registrant may not assign

The Registrant is not entitled to assign any rights or obligations under these Registration Policies except by transferring its Domain Name registration in accordance with clause 18.

25.2 UDR may assign

UDR is entitled to assign any or all of its rights and obligations under these Registration Policies to a new registry at its own discretion. If UDR does assign any rights or obligations under these Registration Policies, for whatever reason, the Registrar and the Registrant shall:

- (a) prior to the date of assignment, pay UDR in full any monies owed by them respectively to UDR; and
- (b) have no claims or recourse whatsoever against UDR. For the avoidance of doubt, there shall be no refund, whether in whole or in part, of any fees which have been paid to UDR prior to the assignment of these Registration Policies unless the Registrant elects not to be transferred to the new registry.

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

26 GENERAL TERMS

26.1 Notices

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

- (a) personal delivery;
- (b) two (2) Business Days after the date of postage or dispatch if by post or courier;
- (c) the date of confirmation of transmission if by facsimile transmission; or

(d) the date that the communication was transmitted (provided that the date of transmission is verifiable) if by electronic mail.

26.2 Communication by e-mail

Communications between UDR and the Registrar and/or Registrant in relation to the Domain Name Services shall be via email. The e-mail addresses UDR and the Registrar will use for such email communications with a Registrant shall be the email addresses recorded in the WHOIS information for the relevant Domain Name registration (as may be modified from time to time).

26.3 No agency or partnership

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

26.4 No waiver

The failure of either party to require performance by the other party of any provision of these Registration Policies shall not operate or be construed as a waiver of that provision or affect the right of a party to require performance of that provision at any future date. The waiver by either a party of a breach of any provision of these Registration Policies shall not be taken or held to be a waiver of the provision itself. Notwithstanding anything in these Registration Policies, the Registration Agreement or any policies published by UDR, UDR may in its absolute discretion waive any rights that UDR may have under these Registration Policies or the operation of any term or condition which is to UDR's benefit.

26.5 Severance

If any provision of these Registration Policies is held to be unenforceable or invalid under any applicable law or by any decision of a HKSAR court, such provision shall be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. The Registrar and the Registrant consent to UDR amending or replacing the unenforceable or invalid provision with one that is valid and enforceable and which achieves, to the fullest extent possible, UDR's original objectives and intent as reflected in the original provision.

28.6 Governing law and jurisdiction

These Registration Policies shall be governed by and interpreted in accordance with the laws of the HKSAR. The parties hereby submit to the exclusive jurisdiction of the courts of the HKSAR.