

HK.COM, .ORG.HK, .LTD.HK, .INC.HK – Terms and Conditions

In addition to your registration and/or reseller agreement, the UDR Limited Registry-Registrar Agreement (“**RRA**”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration and/or reseller agreement and the terms set out here, the RRA terms shall prevail.

1. In handling a request from a Registrant for registration or renewal of a Domain Name, Resellers must ensure Registrant satisfies or continue to satisfy the registration eligibility requirements of UDR in respect of the Domain Name as set out in the Registration Policies.

1.1 Resellers shall only register or renew a Domain Name in accordance with the Registration Policies and shall be responsible to ensure that the necessary fees are paid by Registrants. Resellers shall inform Registrants applying for Domain Name renewal before the relevant Domain Name expires that non-payment of renewal fees will lead to a deactivation and subsequent cancellation of a Domain Name registration unless the Reactivation Fee is paid by the Registrar to UDR.

1.2 Resellers shall not register or renew Domain Names without a request from a Registrant and for the purpose of preventing a competitor of the Reseller from registering the Domain Name on behalf of the Registrant, or for the purpose of later offering this Domain Name to potential Registrants.

1.3 Resellers shall not register Domain Names on their own behalf for the purpose of preventing any other Domain Name registration. A Reseller may however register Domain Names on its own behalf for its own genuine commercial and business use.

1.4 Resellers shall only register or renew a Domain Name for a period not more than the maximum term allowed by UDR.

1.5 Resellers shall promptly and accurately enter into its own records all relevant information regarding its Registrants and communicating all information to UDR as required.

1.6 Resellers shall not be dishonest or act in bad faith towards Registrants or to potential Registrants.

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

2.1 A Reseller shall not send a renewal notice to a Registrant, or issue any other communication that might reasonably be construed by a Registrant to be a renewal notice, for a Domain Name unless the Registrar is the registrar on record for that Domain Name or the Reseller is the Reseller of the Domain Name.

2.2 A Reseller shall send a renewal notice to a Registrant reminding them of the need to renew a Domain Name not less than thirty (30) days, but not more than one hundred and twenty (120) days, prior to the date of expiration of a Domain Name.

2.3 A Reseller shall advise the Registrant of any change of its status, including any change of association of a Reseller with a different registrar.

2.4 A Reseller must fully disclose to the Registrant or Customer the following minimum information:

- (a) Details of the Reseller including:
 - i. its company and business registration name under which the Reseller's business is conducted;
 - ii. address of the registered office or principal place of business of the Reseller; and
 - iii. email address and other means of contact and web site URL of the Reseller;
- (b) The identity of the registrar being used by the Reseller (if the Reseller is not a registrar) including the trading name as shown in the UDR list of registrars;
- (c) The terms and conditions of registration between the Registrant and the Registrar (which must include the mandatory provisions requested under this Registrar Accreditation Agreement);
- (d) a copy of the Registration Policies, Domain Name Dispute Resolution Policy, or any URL link to it;
- (e) The service standards and complaints handling procedures of the Reseller; and
- (f) Customer service and support contact information.

2.5 If the Registrar receives a Complaint about the accuracy of WHOIS data, the Registrar or its responsible Reseller shall on receiving, or receiving notice of, the Complaint shall make reasonable efforts to contact the Registrant to arrange for the information to be corrected.

2.6 Resellers shall maintain information provided by Registrants as true and updated.

3. COMPLAINTS HANDLING PRINCIPLES

3.1 Resellers shall:

- (a) Provide an efficient, fair, and accessible mechanism for handling Complaints;
- (b) Publish on their web site their Complaint handling procedures;
- (c) Demonstrate a commitment to the right of Registrants to complain;
- (d) At all times treat a Complainant with courtesy; and
- (e) Ensure any Complaints are handled without prejudice.

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

3.3 Complaints must be dealt with efficiently and, if possible, within ten (10) days from receipt

of a Complaint. If more time is required for investigation, Resellers shall let the Complainant know the expected time by which a response will be given.

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

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

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

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

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

4. RESELLER AGREEMENT

4.1 All acts and omissions of a Reseller in respect of services provided by the Reseller under a Reseller Agreement may be regarded by UDR as the act of the Registrar, as if they were the acts and omissions of the Registrar itself under this Agreement. The appointment of Resellers shall not in any way relieve the Registrar of its obligations pursuant to this Agreement, nor require UDR to join any such Reseller in any proceedings relating to or arising in connection with this Agreement. The Registrar shall guarantee, procure, and ensure each Reseller's due and timely compliance with all of the Related Documents and the Registration Agreement and to not act or omit to act in any manner inconsistent with this Agreement. The Registrar shall indemnify UDR and hold UDR harmless from all liabilities, losses, damages, costs, legal expenses, professional, and other expenses of any nature howsoever sustained, incurred, paid, or suffered by UDR which are directly or indirectly related to any claim, action, or demand arising out of or related to any acts or omission of its Reseller.

4.2 Any contract, arrangement, or understanding between the Registrar and the Reseller under a Reseller Agreement shall contain a provision which requires the Reseller to comply with the Related Documents and the Registration Agreement, and requires that any agreement between a Reseller and the Registrant must contain the mandatory provisions of the Registration Agreement stipulated in this Agreement.

4.3 The Registrar accepts and acknowledges that UDR is entitled to, on occasions where it considers the Reseller breaches any provisions of any of the Related Documents and/or the Registration Agreement, direct the Registrar in writing, and by providing reasons to cease using or accepting any services from a particular Reseller, and that the Registrar shall comply with such direction of UDR.