

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

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

1. The Registrant shall at all times comply with all prevailing requirements prescribed by UDR in connection with any of the UDR Domains, and shall only request the Registrar Services in the form and manner prescribed by UDR from time to time.

2. In registering a Domain Name, the Registrant acknowledges and agrees that neither UDR nor the Registrar has made any determination with respect to the legality of the Domain Name registration or its use.

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 for Malicious Use. The Registrar shall delete or suspend a Domain Name if so directed by UDR. UDR 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 UDR'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, or operation of UDR or the domain name industry in Hong Kong, or may expose UDR to risks of third party claims or civil or criminal prosecution.

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

- (a) the Personal Data (Privacy) Ordinance; and
- (b) the Registration Agreement.

5. The Registrant grants to the Registrar the right to disclose to UDR all information which is reasonably required by UDR in order to enter the Domain Name into the Registry.

6. The Registrar shall not prevent a Registrant from changing the registrar of record, except in accordance with the Registration Policies.

6.1. The Registrar shall ensure that the Registrant can easily transfer registered Domain Names to another registrar of UDR.

6.2 In the event that:

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

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.

7. In the event that the Registrar Accreditation Agreement between UDR 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.

8. The Registrant may provide an authorisation code to a new registrar in order to initiate the change of registrar. The Registrar can request that UDR provide this authorisation code 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 UDR.

9. In the event that the Registrar is no longer a UDR-Accredited registrar, the Domain Name held by a Registrant shall be transferred to another, UDR-Accredited registrar within a specified period of time. If the Registrant fails to elect a registrar and effect the transfer, UDR shall be entitled to transfer the Domain Name to a registrar of UDR's choice, together with any personal data held by the previous Registrar in relation to that Registrant.

10. Throughout the Term of the Registration Agreement, the Registrant must:

- (a) comply with the Registration Policies and the Dispute Resolution Policy, available on the web site of UDR, www.udr.hk.com;
- (b) comply with the Registration Agreement.
- (c) give notice to UDR, through the Registrar, of any change to any information in the Registrant Data as soon as possible.

10.1 The Registrant shall not, directly or indirectly, through registration or use of its Domain Name or otherwise:

- (a) infringe or violate the legal rights of any third party; or
- (b) violate any applicable laws and regulations.

11. 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 Dispute Resolution Policy for UDR Domains.

11.1 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.

12. The Registrant warrants that it meets, and continues to meet, the eligibility criteria prescribed by UDR and the 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 UDR.

12.1 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; and
- (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.

12.2 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.

13. The Registrant acknowledges that UDR may contact the Registrant in a number of situations including, but not limited to: if 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; or 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 UDR remove the Registrant from the marketing or promotional email subscription list.

14. The Registrant shall indemnify and hold harmless UDR 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 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 Domain Name brought by the Registrant.

14.1 Notwithstanding any other provision of this document and to the fullest extent permitted by law, UDR 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 UDR and the Registrar, its employees, agents, or sub-contractors.

14.2 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.