

## Domain Name Registration Agreement

### Preamble

1. Who SGNIC is. Singapore Network Information Centre (SGNIC) Private Limited ("**SGNIC**") is the national registry of .sg domain names in Singapore. As the registry, SGNIC operates and controls the .sg top-level Internet domain name system and administers the registration of second-level domain names under the top-level domain of .sg, third-level domain names under the second-levels of .com.sg, .net.sg, .org.sg, .edu.sg, .gov.sg, .per.sg and other domains which SGNIC may from time to time introduce or recognise in Singapore. SGNIC has appointed and accredited a number of registrars for the applications for the registration of domain names and its related services in Singapore.
2. This Agreement. This Agreement and the Registration Policies, Procedures and Guidelines ("**RPPG**") set forth the terms and conditions which govern the registration of a domain name between SGNIC and the applicant (as defined in Clause 3 below). Applications for second-level domain names under the top-level domain of .sg during the (15) weeks preceding the general launch of such domain names ("**Soft Launch Period**") are, in addition, governed by SGNIC's Guidelines for Application of Second-level Domain Names under the Top-Level Domain of ".sg" During Soft Launch Period ("**SLG**"). If you are applying to register such domain names during the Soft Launch Period, please refer to the SLG at URL <http://www.nic.net.sg>.

### Application

3. Form. All applications for the registration of a domain name shall be made in the form and manner as may be prescribed by SGNIC from time to time. Each application shall be for the registration of one (1) domain name. The applicant ("**Applicant**", or the "**Registrant**" in the event that the application is approved by SGNIC) is responsible for the selection of the domain name under the top-level domain of .sg and/or the appropriate second-level domain category as the case may be, in which registration of the desired domain name is sought.
4. Registrar. The Registrant acknowledges and agrees that applications for the registration of domain names in Singapore and its related services shall be made only by the Registrant through a registrar accredited or appointed by SGNIC ("**Registrar**") on behalf of the Registrant in accordance with the RPPG and the SLG (as applicable) as amended and supplemented by SGNIC from time to time set forth at SGNIC's website. In exceptional circumstances, SGNIC may in its sole discretion decide to process the application for registration of a domain name directly from the Applicant or Registrant, as the case may be. Therefore, the provisions in this Agreement, where appropriate, have provided that either SGNIC or the Registrant's Registrar, as the case may be, will be the relevant party referred to in the provisions contained herein.
5. Appropriate Second-Level Domain Categories. When selecting the second-level domain category, the Applicant shall observe the following selection criteria (to be met at the time of the application for the domain name):

#### 5.1 .COM.SG - for companies and businesses

.COM.SG: This category is for commercial entities which are either registered or are about to be registered with the Accounting and Corporate Regulatory Authority (ACRA), IE Singapore or any professional bodies. A

foreign company, which is not so registered, may only apply for such a domain name if it appoints a locally registered entity as its administrative contact. The foreign Registrant is required to submit a duly authorised letter to confirm the appointment of the locally registered entity. Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

5.2 .NET.SG - for network providers

.NET.SG: This category is for info-comm operators or network providers in Singapore. Applicants for names under this category must be info-comm operators or network providers in Singapore (for example, those possessing a valid licence issued by the Info-Communications Development Authority (“IDA”). An approved list of IDA licenses is available on SGNIC webpage under “.SG DOMAINS”. Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

5.3 .ORG.SG - primarily for societies or charitable bodies

.ORG.SG: This category is for applicants which are either registered or are about to be registered with the Registry of Societies (e.g. community clubs, churches, organisations, embassies and any other organisations not classified elsewhere). Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

5.4 .EDU.SG – for use by schools and institutions

.EDU.SG: This category is for educational institutions registered with the Ministry of Education, Singapore (“MOE”) or any other educational institutions meeting SGNIC’s requirements in this category as set out in the RPPG. Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

5.5 .GOV.SG – for use by Government bodies

.GOV.SG: This category is for entities which form part of the Government of Singapore.

5.6 .PER.SG – for natural persons

.PER.SG: This category is for natural persons. Applicants making an application for registration must satisfy any of the following selection criteria:

- (a) Only Singapore citizens and permanent residents aged 21 years and above can apply for a .per.sg domain name. Employment pass and work permit holders are not eligible.
- (b) Parents, guardians or an immediate family member must apply on behalf of a child who is below the age of 21 years PROVIDED ALWAYS that the child and the parent/guardian/immediate family

member concerned are Singapore citizens or Singapore permanent residents. In the event that an application is approved, the domain name and the rights of use of the domain name must be transferred to the child, once he or she attains the age of 21. No transfer under any circumstances is allowed.

PROVIDED ALWAYS that SGNIC may in its sole and absolute discretion in limited circumstances waive one or more of the requirements set forth above in respect of any Applicant.

6. Second-Level Domain Name Under Top-Level. All individuals and entities are eligible to apply for any second-level domain name under .sg. Applicants which are not resident in Singapore, however, must appoint a local agent having a valid Singapore postal address as the Administrative Contact for the domain name, who shall also be authorized to receive all communications from SGNIC relating to the application. Applicants must in submitting their applications also abide by and observe the RPPG and, if the application is made during the Soft Launch Period, the SLG.
7. Proof of Qualification. Upon SGNIC's or the Registrant's Registrar's (in the case of a Registrant applying for registration of a domain name through a Registrar) request, the Applicant shall furnish SGNIC or the Registrant's Registrar, as the case may be, with documentary proof that the Applicant qualifies to have the domain name registered in the second-level domain category selected by the Applicant. Save for .per.sg domain name, in the event that the Applicant was at the time of application not registered with either the ACRA or Registry of Societies or other professional bodies, evidence of the Applicant's registration at the aforementioned registries shall be provided by the Applicant within thirty (30) days of the application. Where such evidence is not provided, SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) reserves the right to revoke the registration of the domain name. This Clause 7 shall not apply to applications for second-level domain names under the top-level domain of .sg.
8. Warranties. The Applicant represents, warrants and undertakes to SGNIC that at the time of the application for the domain name, and at all times thereafter:
  - 8.1 the domain name applied for (i) does not infringe any registered trade mark in Singapore nor will it give rise to a cause of action in passing off nor any other claim referred to in Clause 26 hereof; (ii) is not identical to or confusingly similar with either a registered trade mark, company or business name in Singapore; and (iii) does not infringe the rights of any third parties in relation to any applicable treaties or international agreements;
  - 8.2 the domain name applied for is for its own organisational use only and in the case of a .per.sg domain name, he and/or his immediate family members intend to use the domain name;
  - 8.3 such use shall only be for its/his own benefit and shall be for lawful purposes. In the case of a .per.sg domain name, the use of the domain name shall be for non-commercial purposes, unless with the approval of SGNIC. For the purpose of this Agreement "commercial use" which is prohibited includes, but is not limited to, the following activities:
    - (a) Soliciting for advertisers and sponsors;

- (b) Displaying a sponsorship banner of any kind, including those that are generated by banner or link exchange services;
- (c) Displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their websites;
- (d) Providing a hyper-link to a commercial site, unless the Registrant receives no individual payment or consideration by providing that link; or
- (e) Conducting online promotions and sales of any goods or services to members of the public.

PROVIDED ALWAYS that a Registrant who has doubts as to whether his use or intended use of a domain name amounts to a commercial use contrary to Clause 8 herein may write to SGNIC or to its Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) for approval and where such approval for commercial use is granted by SGNIC or granted by SGNIC through the Registrar, SGNIC shall have the right to impose conditions as it deems fit on such approval such as, without limitation, charging the Registrant the same fee it charges for .com.sg or any other second-level domain categories of .sg;

- 8.4 it will not allow another party to use the domain name, whether for profit or otherwise and will not deal with the domain name in any manner whatsoever;
- 8.5 registration or use of the domain name does not and will not interfere with the legal rights of any other party in Singapore;
- 8.6 in particular and without prejudice to the generality of the foregoing, where the Registrant has registered a second-level domain name under the top-level domain of .sg, the Registrant will not, whether directly or indirectly, and whether for profit or otherwise, without the prior written consent of SGNIC create, operate, lend, lease, license, register, assign, transfer or otherwise deal in any sub-domains or otherwise permit the use thereof by, on behalf of, or for the benefit of any third party; and
- 8.7 all information contained in the application form and furnished to SGNIC or through its Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) to SGNIC is to the best of the Applicant's knowledge true and accurate in every detail.

**Registration**

- 9. Third-Level Domain Names First-Come, First-Served. Subject to any provisions contained herein as well as in the RPPG, SGNIC shall register third-level domain names that the Applicant applies for whether through a Registrar or directly with SGNIC on a "first-come, first-served" basis PROVIDED that the Applicant agrees and understands at all times that a domain name which may at first be available from a SGNIC WHOIS search, may not necessarily be available at the point of application or registration.
- 10. Second-level Domain Names First-Come, First-Served. Subject to the SLG governing the application of second-level domain names during the Soft Launch Period and any provisions contained herein as well as in the RPPG, SGNIC shall register second-

level domain names that the Applicant applies for whether through a Registrar or directly with SGNIC on a "first-come, first-served" basis PROVIDED that the Applicant agrees and understands at all times that a domain name which may at first be available from a SGNIC WHOIS search, may not necessarily be available at the point of application or registration.

11. Reliance. SGNIC relies on all representations made and/or warranties given by the Applicant in determining if the application should be approved.

12. Restrictions. Domain names which:

12.1 contain certain words such as "Singapore", "Singapura", "Singapore Government" or "President" and variations thereof or any other words that might suggest a link to the Government;

12.2 contain "SGNIC", "NIC" and variations thereof;

12.3 are or contain words or references which are obscene, scandalous, indecent, contrary to law or morality;

12.4 are geographical names or names of countries (e.g. Singapore, Malaysia, Japan, etc.);

12.5 are names (either on their own or in combination with other characters) of existing generic top-level domain name (gTLDs) (i.e. .com, .org, .net, .edu, .gov, .per, .aero, .coop, .biz, .info, .museum, .name and .pro) and any other gTLDs created or to be created by ICANN in the future;

12.6 are names such as "www", "http", "https" or "http-www";

12.7 are similar or identical to domain names registered under other domain name space and which SGNIC deems undesirable;

12.8 are set out in the RPPG to be reserved names of .per.sg; or

12.9 in SGNIC's sole and absolute opinion, are undesirable or unsuitable for registration,

shall not be registrable.

13. Discretion of SGNIC. Without prejudice to the provisions of Clause 12 above, SGNIC (on its own or through a Registrar) reserves the right not to register the domain name selected by the Applicant or to register that domain name selected by the Applicant. SGNIC is not obliged to provide the Applicant with any reason or ground for its refusal to register the domain name as applied for by the Applicant but upon the Applicant's request and in its absolute discretion, SGNIC may inform the Applicant of the reasons or grounds.

14. Operational Name Service. At the time of application, the Applicant is required to have ready a valid operational name service from at least two operational domain name servers for that domain name. Each domain name server must be capable of being connected to the Internet and capable of receiving queries for the domain name and responding thereto.

15. SGNIC may Decline. Notwithstanding that an Applicant has complied with all the provisions of this Agreement and/or procedures for applying for the registration of a domain name, SGNIC may decline to accept the application for registration made by an Applicant who has in the past registered and transferred a number of registrations or at the time of application, is indebted to SGNIC. In the event that SGNIC decides to accept an application from such an Applicant, SGNIC reserves the right to impose such other conditions in respect of that application/registration as SGNIC in its absolute discretion may deem fit. Further, notwithstanding that SGNIC has accepted the application for registration made by an Applicant, SGNIC may subsequently withdraw its acceptance of the application without furnishing any reasons or grounds for its withdrawal.
16. Change of Registrar. The Registrant may change its Registrar with respect to a domain name registration at any time in accordance with this Agreement; provided that if the Registrant changes its Registrar it will continue to be bound by its obligations under its agreement with its original Registrar in accordance with such agreement. In the event that a Registrar is no longer a Registrar, has had its accreditation or appointment as a Registrar suspended, revoked or terminated, or in the event the agreement between SGNIC and the Registrar ("**Registrar Accreditation Agreement**") is terminated or expires, the Registrant shall be responsible for changing such Registrar to a new Registrar in accordance with this Agreement within thirty (30) days of the earlier of notice thereof being given to the Registrant by (i) the Registrar or (ii) SGNIC in accordance with SGNIC's then current RPPG available at its website provided, however, if any of the Registrant's domain name registrations is scheduled to expire within thirty (30) days of the giving of such notice, then the Registrant shall have an additional thirty (30) days from the anniversary date of such registration to register with a new Registrar. If the Registrant wishes to renew such domain name registration, the Registrant will be required to do so through its new Registrar in accordance with this Agreement.

#### **Effects of Registration**

17. Right to Use. Subject to the Registrant complying with the provisions in this Agreement and in the absence of any other factors:
  - 17.1 except for .per.sg domain name, the Registrant shall have the right to use but not own the domain name as the Registrant's address on the Internet save as provided for under Clause 24 herein, the Registrant shall not have any right to sell, trade, assign or otherwise transfer the domain name to any other party.
  - 17.2 with respect to .per.sg domain names, the Registrant shall have the non-transferable (subject to Clause 24.2 herein) right to use but not own the domain name as the Registrant's address on the Internet. Further, registration does not confer upon the Registrant any legal, equitable or other proprietary right to use an identical, similar or phonetically equivalent name in another domain category or any other context whatsoever.
18. Legal Proceedings. The Registrant agrees and acknowledges that by registering a domain name, SGNIC has not made any determination, nor is it capable of making such determination, with respect to the legality of the domain name registration or otherwise evaluate whether that registration or use of the domain name may infringe upon any rights of a third party. As a consequence, the Registrant further agrees that it shall not use the fact that the domain name has been registered by SGNIC as a

defence in any legal proceedings brought against the Registrant by any third party in connection with the Registrant's registration and/or use of the domain name.

19. Activation Date and Consent to Publication. The day on which the Registrant receives the notification of approval of domain name from SGNIC directly or through a Registrar, as the case may be, shall be construed and deemed as the activation date ("**Activation Date**") for that domain name. Within thirty (30) days of the Activation Date, the name servers listed in the application form (and referred to in Clause 14 above) shall be operational, connected to the Internet, answer to queries for the domain name and respond to any such queries accordingly. Further, the e-mail address listed in the delegated domain's start of authority record must be a current and valid address for one or more contacts responsible for and knowledgeable about the domain and its operation. The Registrant consents to SGNIC publishing the Registrant's details, including but not limited to the Registrant's name, the administrative contact's particulars and the domain name's Activation Date. Publication may take place in any form or media so deemed fit by SGNIC. In cases where SGNIC accepts applications for registration from the Registrant, the Registrant agrees to inform SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) of any changes, amendments or corrections in the information furnished by the Registrant to SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) in the application form as soon as such changes, amendments or corrections occur.
20. SGNIC Not An Arbitrator. Nothing in this Agreement shall oblige SGNIC to act as arbitrator between the Registrant and third parties in respect of any disputes arising out of the registration or use of the domain name. The Registrant agrees that this Agreement does not confer any rights, procedural or substantive, upon the Registrant and also acknowledges that third parties are not bound by the provisions of this Agreement.

#### **Removal and Transfer of Domain Names**

21. Domain Name May Be Deleted. The domain name may be deleted from SGNIC's database:
- 21.1 upon the written request of the Registrant which shall be signed by the Registrant, its authorised representative (upon written proof of authorisation) or the administrative contact;
- 21.2 by SGNIC if all fees payable by the Registrant's Registrar or the Registrant (in the case of a Registrant applying for registration of a domain name directly with SGNIC) for the domain name are not received by SGNIC as and when they fall due;
- 21.3 by SGNIC in the event that:
- (a) the Registrant has breached any of the terms contained herein (other than not paying the fees mentioned in Clause 21.2 above);
  - (b) SGNIC is ordered by a court of law in Singapore to delete the registration;
  - (c) in SGNIC's determination, that the continued entry of the domain name on the database would be wrongful or contrary to law, or where

the registration of the domain name had been obtained by fraud or misrepresentation (including without limitation the provision of false or incomplete registration or contact details);

- (d) the name servers listed in the application are not fully set up, operational and connected to the Internet within thirty (30) days of the Activation Date or that the said name servers persistently do not respond to any queries for the domain name;
- (e) SGNIC receives a decision of an Administrative Panel requiring such deletion in any administrative proceeding to which the Registrant was a party and which was conducted under the Dispute Resolution Policy as referred to in Clause 31 of this Agreement;
- (f) SGNIC receives notice from any government or regulatory authority (including without limitation the Police) that the website referenced by the domain name is in breach of any laws, directives, guidelines, codes of practice or regulations issued by any government or regulatory authority, or is otherwise used for or in connection with illegal activities;
- (g) in SGNIC's sole and absolute opinion, the domain name, the manner of use of the domain name, and/or the contents of the website referenced by the domain name are undesirable; or
- (h) in the case of second-level domain names under the top-level domain of .sg, the domain name is designated by ICANN for use as a gTLD.

Once the domain name has been deleted under Clauses 21.1 or 21.3, this Agreement shall be deemed to have been terminated.

22. Notification to Remedy Breaches. In relation to the provisions of Clauses 21.3(a) and (d), SGNIC shall on its own or through the Registrant's Registrar, as the case may be, provide a written notice, describing the breach, to the Registrant, and SGNIC shall also have the right to immediately suspend the domain name (such that DNS queries to that domain name will cease to resolve). If, within seven (7) days of the date of issuing such notice, the Registrant fails to provide evidence which is reasonably satisfactory to SGNIC or the Registrant's Registrar, as the case may be, that it has not breached its obligations or that such breach has been remedied, then SGNIC may revoke the Registrant's registration of the domain name and delete the same from SGNIC's database. Any such breach by the Registrant shall not be deemed to have been excused simply because SGNIC or the Registrant's Registrar, as the case may be, did not act earlier in response to that, or any other, breach by the Registrant. For the avoidance of doubt, SGNIC may upon written notice to the Registrant immediately delete a domain name from SGNIC's database on account of the circumstances set forth in Clauses 21.3(b), (c), (e), (f), (g) and/or (h). The Registrant agrees that without prejudice to any other provision of this Agreement, SGNIC shall not be liable under any circumstances to compensate the Registrant for any claim, loss or damage suffered, actual or alleged, arising from or in connection with the exercise of SGNIC's rights pursuant to Clauses 21 and 22, and even if SGNIC reinstates the Registrant's registration of the domain name.
23. Restoration and Release of Deleted Domain Names for Re-use.



- 23.1 Domain names deleted for non-payment of fees under Clause 21.2 will become available for re-use after a thirty (30) days "hold" period. SGNIC shall not register the deleted domain names in the name of any other party during this "hold" period and the Registrant may make an application to its Registrar during the "hold" period to reinstate such domain names upon paying a reinstatement fee (as advised by its Registrar) ("**Reinstatement Fee**").
- 23.2 Subject to the domain name being still available and the payment of the Reinstatement Fee, the Registrant may make an application to reinstate the domain names deleted for non-payment of fee under Clause 21.2 within thirty (30) days from deletion.
- 23.3 SGNIC shall, as soon as reasonably practicable, re-activate a domain name after it receives all payments which are due and owing from the Registrant's Registrar or the Registrant (in the case of a Registrant applying for registration of a domain name directly with SGNIC) together with the Reinstatement Fee.

Where no reinstatement is made, this Agreement is deemed to be terminated with effect from the date of the deletion. Any application by the Registrant to reinstate the registration of the domain name after the "hold" period shall be treated as a fresh application.

24. Transfer of Domain Name.

- 24.1 The right to use a domain name which has been registered in the name of the Registrant (except for .per.sg domain names) may, subject to SGNIC's approval, be transferred to another party in accordance with the terms and conditions set out in the RPPG.
- 24.2 The right to use the .per.sg domain name which has been registered in the name of the Registrant shall not be transferred or assigned to any third party and any attempt by the Registrant to assign or transfer the same shall render this Agreement voidable at SGNIC's option, whereupon the Registrant's domain name shall be deleted from SGNIC's database save that the domain name registered in the name of the parent/guardian/immediate family member referred to in Clause 5.6(b) above may, subject to SGNIC's approval, be transferred to the child upon his attainment of 21 years of age in accordance with the terms and conditions set out in the RPPG.

Notwithstanding that the aforesaid has been complied with, SGNIC may decline to grant approval for the transfer. For the purposes of this Agreement, the effective date of the domain name upon transfer shall be the date on which the approval of such transfer is granted by SGNIC.

- 24.3 The right to use the domain name which has been registered in the name of the Registrant and/or (in the case of .per.sg) in the name of the parent/guardian/immediate family member referred to in Clause 5.6(b) above may be transferred by SGNIC to another party without the consent of the Registrant if SGNIC receives a decision of an Administrative Panel requiring such transfer in any administrative proceeding to which the Registrant was a party and which was conducted under the Dispute Resolution Policy of this Agreement or is required by an order of court to do so.

## **Dispute Resolution**

25. SGNIC Not to Be a Party to Any Disputes. SGNIC shall not be a party to any dispute between (i) a Registrant and any Registrar; and (ii) a Registrant and its third parties ("**Claimants**") in connection with the Registrant's registration and/or use of a domain name.
26. Procedure. The Registrant acknowledges that SGNIC may be presented with information alleging that a domain name registered by the Registrant or its use violates the legal rights of a Claimant. Such information may include, but is not limited to, evidence that the domain name (but excluding the second-level domain category indicator i.e., not including the .COM, .ORG, .NET, .PER, .GOV and .EDU portion of the domain name) gives rise to a cause of action defined in the Trade Marks Act (Cap 332) or that the domain name infringes upon any copyright owned by the Claimant or that the domain name is identical or similar to the Claimant's name or that by the use of the domain name, the Registrant has passed off the Registrant's goods/services as those of the Claimant. The following procedure would be adopted by SGNIC in the event that a Claimant challenges or in any way disputes the rights accorded to a Registrant over a domain name:
- 26.1 if so requested by the Claimant, SGNIC may furnish such published information concerning the Registrant which SGNIC has in its possession;
- 26.2 before providing the Claimant with the information enumerated in Clause 26.1 above, SGNIC may enter into any agreement which it deems fit with the Claimant;
- 26.3 where permissible, SGNIC shall inform the Registrant that the Claimant has made enquiries of SGNIC and provide the Registrant with a copy of SGNIC's response to such enquiries.

If there is any dispute between the Registrant and a Registrar, the Registrant shall settle such dispute with such Registrar directly without involving SGNIC. SGNIC may in its sole discretion choose to be involved in such dispute in such manner as it deems fit.

27. Singapore Courts to Adjudicate. The Registrant acknowledges and agrees that any dispute over the registration and use of the domain name, unless resolved by alternative dispute resolution methods (including, but not limited to the Dispute Resolution Policy), should be adjudicated upon by the Singapore courts.
28. Effects of SGNIC Not Being Named a Party to Any Proceedings. Where the Registrant commences legal proceedings related to or in connection with the registration and use of the domain name against the Claimant and/or any Registrar in any court of competent jurisdiction in Singapore and does not name SGNIC as a party to the proceedings, SGNIC shall allow the domain name to continue being operational. Further, the Registrant shall upon SGNIC's request promptly provide copies of any and all pleadings filed in the proceedings to SGNIC.
29. Suspension if SGNIC is Party to Litigation. If SGNIC is named as a party to any legal proceedings commenced by either the Registrant or any Registrar or Claimant, SGNIC may suspend the operational status of the domain name until the conclusion of the legal proceedings. If so named, SGNIC reserves the right to raise any and all defences deemed appropriate.

30. SGNIC to Abide By All Court Orders. In any legal proceedings, whether commenced by the Registrant or any Registrar or Claimant and whether or not named as a party to the proceedings, SGNIC will immediately abide by all temporary or final court orders directed at SGNIC.
31. Singapore Domain Name Dispute Resolution, Rules and Supplemental Rules. By registering a domain name with SGNIC, the Registrant hereby agrees to be bound by the terms and conditions of the Singapore Domain Name Dispute Resolution Policy, Rules and Supplemental Rules ("**Dispute Resolution Policy**") that are incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Resolution Policy may be located on the Internet at the URL <http://www.nic.net.sg>, subject at all times to the following:
- 31.1 The Registrant agrees that the Dispute Resolution Policy may be modified from time to time. SGNIC shall post any revisions on the Internet at the URL <http://www.nic.net.sg> at least thirty (30) days before it becomes effective. The Registrant further agrees that, by maintaining the reservation or registration of his domain name after modification to the Dispute Resolution Policy becomes effective, the Registrant shall be deemed to have agreed to the said modifications. The Registrant acknowledges that if he does not agree to any such modification, the Registrant may terminate this Agreement. In such event, SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) will not refund any fees already paid by the Registrant up to and including the date of termination of this Agreement.
- 31.2 If SGNIC is notified that a complaint has been filed by a third party under the Dispute Resolution Policy regarding the Registrant's use of SGNIC's registration services, the Registrant agrees not to make any changes to his details of registration without the prior written approval of SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar). SGNIC may not allow such changes to be made unless (i) it is satisfied that the dispute has been resolved under the Dispute Resolution Policy; or (ii) SGNIC receives, to its satisfaction, notification from the parties that the dispute has been settled.
32. Registrant Avoiding Litigation. Where the Registrant desires to avoid litigation regarding the registration and use of a domain name and therefore requires a new domain name to be registered, SGNIC may on its own or through the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) assist the Registrant with the assignment of a new domain name, and subject to the provisions below, will allow the Registrant to maintain both names simultaneously for up to thirty (30) days to allow an orderly transition to the new domain name. SGNIC may on its own or through the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) provide such assistance to the Registrant if and only if the Registrant:
- 32.1 submits an application form to SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar), requesting the registration of a new domain name;
- 32.2 submits an explicit written request to SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar), for assistance, including an identification of the Registrant's

desired new domain name and any indicators used by SGNIC in response to the new domain name application; and

- 32.3 provides SGNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar), with a copy of the settlement agreement between the Registrant and Claimant, which settlement agreement should state specifically that Claimant agrees to the co-existence of the Registrant's old domain name and the proposed new domain name for the thirty (30) day period.

### **Fees**

33. Fees. The Registrant acknowledges that SGNIC has the right to impose such fees as it may deem fit on the Registrant's Registrar who provides registration service on behalf of the Registrant in respect of the registration of the domain name with SGNIC. The Registrant further acknowledges that the Registrant's Registrar is obliged to pay to SGNIC the registration fees for each domain name registration, any applicable renewal fees, transfer fees and any other fees payable in connection with a domain name registration. The Registrant acknowledges and agrees that, should the Registrant's Registrar fail to make any payment of any fees, SGNIC may in its sole discretion stop accepting applications for domain name registrations from such Registrant's Registrar, stop effecting registrations of domain names and transfers, renewals and cancellations of domain name registrations requested by such Registrant's Registrar and stop performing other billable transactions requested by such Registrant's Registrar not paid in full and SGNIC may: (i) terminate the Registrar Accreditation Agreement or the appointment of the Registrar; and (ii) cancel or suspend the relevant domain name registration.
34. Alternative Fees Payment Arrangement. SGNIC may in exceptional situations in its sole discretion decide to make alternative fees charges and payment arrangements with the Applicant or Registrant, as the case may be, for those applications for registration of domain names that are made by the Applicant directly with SGNIC without going through SGNIC's accredited or appointed registrars. Under such circumstances, the Registrant acknowledges that the Registrant is obliged to pay to SGNIC the registration fees for each domain name registration, any applicable renewal fees, transfer fees and any other fees payable in connection with a domain name registration. The Registrant acknowledges and agrees that, should the Registrant fail to make any payment of any fees, SGNIC may in its sole discretion stop accepting applications for domain name registrations from such Registrant, stop effecting registrations of domain names and transfers, renewals and cancellations of domain name registrations requested by such Registrant and stop performing other transactions requested by such Registrant not paid in full and SGNIC may further cancel or suspend the relevant domain name registration.

### **Indemnity and Disclaimer**

35. Indemnity. The Registrant hereby agrees to defend, indemnify and hold harmless SGNIC, its officers, directors, committees, employees and agents (collectively, the "**Indemnified Parties**" and in singular the "**Indemnified Party**"), against all liability, loss, damages, costs, legal expenses, professional and 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 arising out of or relating to the registration or use of the domain name. Such claims shall include, without limitation, those based upon trademark or service mark or other intellectual property infringement, trade name infringement, dilution, tortious interference with

contract or prospective business advantage, passing off, defamation or injury to business reputation and copyright infringement; and any and all claims arising from the administration and operation of the Dispute Resolution Policy. Each Indemnified Party shall send written notice to the Registrant of any such claim, action, or demand against that party within a reasonable time. The failure of any Indemnified Party to give the appropriate notice shall not affect the rights of the other Indemnified Parties.

36. SGNIC Not Liable. The Registrant further undertakes that it will not seek to recover and shall not be entitled to recover from SGNIC or to be indemnified by SGNIC against, any direct, indirect or consequential loss or damage or any claim, proceeding, cost, demand, liability or expense whatsoever sustained, incurred or paid by the Registrant to any party in respect of any of the matters and/or the exercise of SGNIC's rights as specified in this Agreement.
37. Limitation of Liability. The Registrant agrees that SGNIC will not be liable for any loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the Registrant's domain name, or 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 SGNIC has been advised of the possibility of such damages. In no event shall SGNIC's maximum liability under this Agreement exceed S\$500.

#### **Modifications and Termination**

38. Modifications by SGNIC. The Registrant acknowledges and agrees that SGNIC may amend this Agreement, including the quantum of fees payable to SGNIC, from time to time and that, at least upon thirty (30) days' posting on the Internet at the URL <http://www.nic.net.sg>, the Agreement shall be so amended in the manner as indicated and that such amendments are binding upon the Registrant.
39. Termination of this Agreement by Reason of ICANN's Action. The Registrant further acknowledges and agrees that SGNIC's right to issue, maintain or otherwise deal with domain names (of whatever level or category) is dependent on ICANN or its successors' (successor shall mean subsequent organization that takes over ICANN's functions) continued recognition of and delegation to SGNIC to perform all such acts as may be expected of SGNIC under this Agreement. Whilst SGNIC does not anticipate that ICANN or its successor would withdraw such recognition and/or delegation, Registrant nevertheless agrees that notwithstanding any other provision herein, this Agreement shall terminate on the same day as ICANN or its successor withdrawing its recognition of and/or delegation to SGNIC.
40. Effects of Suspension or Termination. In the event that this Agreement is terminated, or any domain name is suspended, for whatever reason, the Registrant agrees that:
  - 40.1 it shall, prior to the date of termination, pay SGNIC in full all monies then owing by the Registrant to SGNIC in the case of a Registrant applying for registration of a domain name directly with SGNIC;
  - 40.2 it shall have no claims or recourse whatsoever, whether under contract, tort or any other legal theory, against SGNIC. For the avoidance of doubt, there shall be no refund, whether in whole or in part, of any fees which have been paid to SGNIC prior to the termination of this Agreement; and

40.3 Registrant shall continue to perform and observe those of its covenants and obligations which survive termination or contemplate or are capable of operation after termination, and accordingly, all such provisions shall continue in full force and effect after termination or expiration of this Agreement, including in particular but without limitation, Clauses 35 to 37 of this Agreement.

### **General Terms**

41. Notices. All notices or reports (but not including reminders for fees referred to in Clause 21.2) permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, by registered mail, and/or where possible, by electronic mail and shall be deemed given upon personal delivery, or seven (7) days after deposit in the mail, whichever occurs first. Initial notices to the Registrant shall be sent to the domain name administrative contact at the address provided by the Registrant in the application form.
42. Agency. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Further, the Registrant agrees that there is no agency, partnership or other form of joint enterprise between any Registrar and SGNIC.
43. Non-Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Notwithstanding any provisions herein, SGNIC may in its absolute discretion waive any rights that it may have under this Agreement or the operation of any term or condition, which is to the benefit of the SGNIC.
44. Invalidity & Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Such provision shall be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. Further, SGNIC will amend or replace the unenforceable or invalid provision with one that is valid and enforceable and which achieves, to the fullest extent possible, the original objectives and intent of SGNIC as reflected in the original provision.
45. Assignment. The Registrant consents to SGNIC assigning this Agreement and all rights and obligations of SGNIC contained herein if the assignee agrees to be bound by or assume the obligations imposed on SGNIC under this Agreement. The Registrant shall not assign this Agreement to any other party. Any attempt by the Registrant to assign its/his rights under this Agreement shall render this Agreement voidable at SGNIC's option. Any attempt by the Registrant's creditors to obtain an interest in its/his right under this Agreement, whether by attachment, garnishment or otherwise, shall render this Agreement voidable at SGNIC's option.
46. Entire Agreement. This Agreement (including the RPPG, SLG and Dispute Resolution Policy which are incorporated by reference herein and any schedule attached hereto), as may be amended by SGNIC from time to time, constitutes the complete and exclusive agreement of the parties regarding the registration and/or use of domain names. This Agreement supersedes and governs all prior proposals, agreements or other communications between the parties. The Registrant agrees that

registration of the domain name as applied for by the Registrant constitutes an agreement to be bound by this Agreement, as amended by SGNIC from time to time.

47. Headings. Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.
48. Ratification. In the event that the Registrant had applied for the registration for the domain name through an agent, the Registrant hereby ratifies all acts of the Registrant's agent and agrees to be bound by the terms and conditions herein.
49. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore. The parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.
50. Third Parties. The parties herein agree that a person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any of the terms of this Agreement.