# Minisite Service of Hong Kong Domain Name Registration Co. Limited

# **Acceptable Use Policy**

Version 1.0 -Effective [15 Jul 2020]-

#### Introduction

1. This Acceptable Use Policy sets out the standards that apply when you upload content, file and/or information onto the Minisite, or interact with the Minisite in any other way.

### **Prohibited uses**

- 2. You may use the Minisite only for lawful purposes. You may not use the Minisite:
  - (a) In any way that breaches any applicable local, national or international law or regulation;
  - (b) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - (c) For the purpose of harming or attempting to harm any other person or organization in any way;
  - (d) To bully, insult, intimidate or humiliate any person or organization;
  - (e) To send, upload, use or re-use any material which does not comply with our content standards as set out in Clause 3 hereinbelow; or
  - (f) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## **Content standards**

- 3. The content, file and/or information uploaded to the Minisite may not:-
  - (a) Be defamatory of any person or organization;
  - (b) Be obscene, offensive, hateful or inflammatory, or otherwise contrary to the public interest or contrary to accepted principles of morality;
  - (c) Bully, insult, intimidate or humiliate;
  - (d) Include or promote sexually explicit material;
  - (e) Include child sexual abuse material;

- (f) Promote violence;
- (g) Promote discrimination based on race, gender, national origin, disability, or family status:
- (h) Infringe any copyright, database right, trade mark or any right of any other person or organization;
- (i) Be likely to deceive any person or organization;
- (j) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (k) Promote any illegal activity;
- (I) Be in contempt of court;
- (m) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (n) Be likely to harass, upset, embarrass, alarm or annoy any other person or organization;
- (o) Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- (p) Advocate, promote, incite any party to commit, or assist any unlawful or criminal act under any applicable local, national or international law or regulation, such as copyright infringement or computer misuse; or
- (q) Contain any statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism or unlawful acts.

#### **Breach of this policy**

- 4. HKDNR shall determine at its sole discretion whether there is a breach of this Acceptable Use Policy. When we consider that there is a breach of this Acceptable Use Policy, we may take such action as we deem appropriate, including but not limited to:
  - (a) Immediate, temporary or permanent withdrawal of your right to access, use and/or administer the Minisite;
  - (b) Immediate, temporary or permanent removal of any content, file and/or information uploaded by you to the Minisite;
  - (c) Disallowing any IP address from visiting or administering the Minisite; or
  - (d) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

#### Miscellaneous

- 5. For the purpose of this Acceptable Use Policy, "HKDNR", "we" or "us" shall mean Hong Kong Domain Name Registration Co. Limited.
- 6. We exclude any liability for all and any action we may, or may not, take in under this Acceptable Use Policy.
- 7. This Acceptable Use Policy is governed by the laws of Hong Kong. HKDNR and you both agree to the exclusive jurisdiction of the courts of Hong Kong.
- 8. HKDNR reserves the right to amend this Acceptable Use Policy at any time. We will publish the amended version in advance (where practicable, fourteen (14 calendar days in advance) on our website www.hkdnr.hk). Each amended version will become binding and effective on you and us on the effective date specified at the top of the amended version, and will replace all previous versions of the Acceptable Use Policy. You should review our website regularly in order to be aware of all such amendments.