

Terms and Conditions for Administering HKDNR Minisite Service

Version 1.0

-Effective 01 April 2019-

“Minisite Service” refers to the service Hong Kong Domain Name Registration Co. Limited (“HKDNR”) provides you for creating a “Minisite” hosted by us, where Minisite is a webpage displaying contact and background information of the registrant and created using the template and tools provided by us, and the website address of Minisite contains the .hk or .香港 domain name registered by you (“registered .hk Domain Name”).

“We” or “us” refers to Hong Kong Domain Name Registration Co. Limited.

“You” refers to the registered .hk Domain Name registrant.

By using and/or administering Minisite, you accept and agree to be bound by these Terms and Conditions herein below, and their subsequent amendments, unconditionally.

1. You represent, warrant and undertake that you are the owner of all of the content and information that you post on Minisite, and that such content and/or information does not infringe the right of any third party. You can control how it is displayed through your setting and administration under the prescribed Minisite framework.

2. For content you posted that is covered by intellectual property rights, such as photos and videos (“IP content”), you specifically give us the permission and grant us a non-exclusive, sub-licensable, transferable, royalty-free and worldwide license (“IP License”) to use any IP content that you post on or in connection with Minisite. This IP License ends when you delete your IP content from Minisite or stop using Minisite Service unless your content has been shared with others, and they have not deleted it.

3. When you publish content or information on Minisite, you are allowing the public to access and use that information, and to associate it with you. Any content you upload to Minisite will be considered as non-confidential and non-proprietary.

4. You shall not, whether by yourself, your agent, employees or any person authorized by you, do any of the following:

a. enable high volume, automated or electronic processes to access Minisite; or

- b. use Minisite for any purpose other than providing the basic contact information of yourself to the public, or
- c. upload file(s) to Minisite that affects the performance and operations of the server, or
- d. provide false or inaccurate information, or
- e. post content that is threatening, pornographic, incites violence; or contains nudity or graphic depicting violence, or
- f. use Minisite to do anything unlawful, misleading, malicious, or discriminatory.

5. You must also comply with our Acceptable Use Policy

(https://www.hkdnr.hk/pdf/minisite/Minisite_acceptable_use_policy_v1.pdf), which sets out the permitted uses and prohibited uses of Minisite. You warrant that you will comply with the Acceptable Use Policy when using and/or administering Minisite, and indemnify us for any breach of the Acceptable Use Policy. Without limiting the foregoing, information you posted on Minisite should be relevant and does not contain content or files in any manner or for any purpose which is illegal or which otherwise violates any law, rule, regulation, order or other legal instruments in force in HKSAR, or we believe that the information posted on Minisite exposes HKDNR, Hong Kong Internet Registration Corporation Limited (“HKIRC”) or the industry to a real threat or risk (in the sense of not being trivial) that legal action will be taken against HKDNR or HKIRC, whether in HKSAR or in any other jurisdictions, or HKDNR or HKIRC believe, that the information posted on Minisite is likely to damage or adversely affect HKDNR’s, HKIRC’s or the industry’s reputation and/or goodwill or likely put HKDNR or HKIRC in conflict with any statutory obligations or the terms of a HKSAR court order, or if there are reasonable grounds to believe that you have done or are doing so. Or if HKDNR decides in its sole discretion that it is undesirable or unsuitable to maintain the content of Minisite. HKDNR reserves the right to delete any files, remove any content and/or suspend your use of Minisite without prior notice and to disallow any IP address from visiting or administering Minisite.

6. HKDNR in its sole discretion may terminate or suspend your ability to access to, administer and/or use Minisite at any time without prior notice including but not limited to the event of (i) a breach of these Terms and Conditions by you, or (ii) non-performance of your obligations under these Terms and Conditions.

7. HKDNR accepts no liability in respect of the security of Minisite though HKDNR will try to keep it secure. Without limiting the foregoing:-

- (a) We do not guarantee that Minisite will be secure or free from bugs or viruses;
- (b) You are responsible for configuring your information technology, computer programmes and platform to access Minisite. You should use your own virus protection software;
- (c) We do not guarantee that Minisite will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Minisite for operational reasons. We will try to give you reasonable notice of any suspension or withdrawal; and
- (d) You are solely responsible for securing and backing up your content.

8. HKDNR may post advertisement or commercial content that, in the opinion of HKDNR, are valuable to the public on Minisite.

9. We exclude all implied conditions, warranties, representations or terms that may apply to Minisite. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, Minisite. You, your employees, agents and any person authorized by you shall not seek to recover and shall not be entitled to recover from us or to be indemnified by us against any direct, indirect or consequential loss or damage suffered by you arising out of or in connection with your use of, and actions taken by us such as suspension of Minisite and/or related service.

10. You shall be held responsible for any losses and damages suffered by HKDNR arising either directly or indirectly from the use and/or administering of Minisite by you, your employees, agents or any person authorized by you. HKDNR reserves the right to claim and take actions or legal proceedings against you for recovery or compensation as a result.

11. HKDNR reserves the right to amend this Terms and Conditions 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 Terms and Conditions. You should review our website regularly in order to be aware of all such amendments.

12. These Terms and Conditions are governed by the laws of Hong Kong. HKDNR and you both agree to the exclusive jurisdiction of the courts of Hong Kong.