

## **Terms and Conditions for DNS Hosting Service**

### **Provided by Hong Kong Domain Name Registration Co. Ltd. ("HKDNR")**

Version 1.0

- Effective 23 September 2014 -

"DNS Hosting Service" refers to the service provided by HKDNR that via domain name system servers specified by us (ns10.hkdnr.net.hk and ns11.hkdnr.net.hk or any others dedicated by us). The domain name system servers include facilities to host A, AAAA, MX, TXT, and other DNS resource record types made available by us.

"We" or "us" refer to Hong Kong Domain Name Registration Co. Limited ("HKDNR")

"You" refers to the registered .hk/ .香港 Domain Name registrant

By administering DNS Hosting Service provided by us, you represent that you have accepted and agreed to be bound by these Terms and Conditions, and their subsequent amendments, unconditionally. You are solely responsible for reviewing these Terms and Conditions regularly.

1. You acknowledge and agree that we may make the information you provided publicly available, or directly available to third party vendors, some, or all, of the registration information you provide, for purposes of inspection or other purposes as required or permitted by applicable laws.
2. DNS Hosting Service will be immediately unavailable if your domain name disconnected from domain name system servers specified by us i.e. NS10.HKDNR.NET.HK, NS11.HKDNR.NET.HK or others dedicated by us.
3. We cannot guarantee the security and availability of DNS Hosting Service though we will do our best endeavour to keep it secure and available on a twenty-four (24) hours a day, seven (7) days a week basis.
4. You acknowledge that the real-time resources allocated for DNS Hosting Service are dynamically allocated based on the amount of overall resources used by you and other users. Real-time resources include but are not limited to bandwidth, database connections, email connections, web server central processing unit (CPU), and web server random access memory (RAM). Real-time resources may be affected by things such as, but not limited to, bandwidth and disk space used, the number or size of configured email accounts, the number of web sites

configured under hosting service, or the number of or activity on connections to databases.

5. HKDNR has the discretion to levy fee from you for DNS Hosting Service at any time with 3-month prior notice.
6. We, in our sole discretion, reserve the right to refuse providing the DNS Hosting Service to you. In the event that we do not provide you the DNS Hosting Service, you agree that we shall not be liable to you for any loss or damages that may result from the refusal.
7. Any violation of the Acceptable Use Policy (stated in Section 8 in this document) may result in the immediate cancellation or suspension of the DNS Hosting Service without prior notice or warning.
8. Acceptable use Policy
  - 8.1 Any attempt to circumvent system security, including but not limited to, trying to access another customer's files or database or trying to gain shell access to our server(s) is prohibited. Attempting to manipulate any server or another customer's content is prohibited.
  - 8.2 The use of DNS Hosting Service to facilitate the sending of unsolicited bulk email ("Spam") or aiding, in any way, the sending of unsolicited bulk email including but not limited to promoting the sale is strictly prohibited. Posting obscene or threatening messages anywhere while using or referring to an email address or website using DNS Hosting Service is prohibited. The use of servers provided by us as a mail or message drop for responses to activities described above is prohibited.
  - 8.3 A web site provided under the DNS Hosting Service containing adult material, adult-oriented merchandise or links to adult material or adult-oriented merchandise is not permitted. We, at our sole discretion, will determine what constitutes adult material or adult-oriented merchandise.
  - 8.4 System Abuse, including but not limited to, excessive server central processing unit (CPU) use, excessive server random access memory (RAM) use, excessive server disk input/output (I/O), or anything that may affect other customers is prohibited. The installation of bots, or scripts or applications shared with a web site hosted by an outside provider is not permitted. We, at our sole discretion, will determine what constitutes system abuse.
9. We in its sole discretion may terminate or suspend your ability to access to, administer and/or use DNS Hosting Service at any time without prior notice including but not limited to the event of (i) a breach of these Terms and Conditions by you, (ii) non-performance of your obligations under these

Terms and Conditions, (iii) an Arbitration Panel or the Court of Hong Kong Special Administrative Region (“HKSAR”) has rendered a decision that the DNS Hosting Service be cancelled; (iv) the cancellation or suspension of the domain name service, (v) if you use or allow the DNS Hosting Service to be used, or acquiesces to the DNS Hosting Service being used, in any manner or for any purpose which is illegal or which otherwise violates any law, rule, regulation, order or other legal instrument in force in HKSAR, or if there are reasonable grounds to believe that the Registrant has done or is doing so; or (vi) if we believe, on reasonable grounds, that allowing the DNS Hosting Service to continue exposes us, 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 us, whether in HKSAR or in any other jurisdiction; (vii) if we believe, on reasonable grounds, that allowing the use of DNS Hosting Service to continue is likely to damage or adversely affect HKIRC's or us or the industry's reputation and/or goodwill, whether in HKSAR or elsewhere; (viii) if we believe, on reasonable grounds, that allowing the use of the DNS Hosting Service to continue is likely to put us or HKIRC in conflict with any statutory obligations or the terms of a HKSAR court order; (viii) you engaged in illegal or fraudulent activities on the internet no matter the activity has relationship with the use of DNS Hosting Service, (x) protecting the integrity of our network, or to carry out planned or unplanned maintenance, repair or upgrading of any software, equipment or facilities forming part of the network, and (xi) prevent fraud, crime, attack, damage, virus, abuse or interference to our network, system, software or equipment.

10. We in its sole discretion may terminate or suspend your ability to access to, administer and/or use DNS Hosting Service at any time by giving 2-week prior notice. We have no obligation to state the reason of termination or suspension. You agree that we shall not be liable to you for any loss or damages that may result from our termination or suspension of such services.
11. You, your employees, agents and any person authorised 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 DNS Hosting Service.
12. You shall be held responsible for any losses and damages suffered by us arising either directly or indirectly from the use and/or administering of DNS Hosting

Service by you, your employees, agents or any person authorised by you. We reserve the right to claim and take any actions or legal proceedings for recovery or compensation as a result.

13. We reserve the right to amend these 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](http://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.
14. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the HKSAR. The parties hereby submit to the exclusive jurisdiction of the courts of the HKSAR.

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