



Hong Kong Domain Name
Registration Company Limited
香港域名註冊有限公司

Terms and Conditions of .hk LOCK service

Version 1.0

- Effective 8 October 2020 -

Please read these terms and conditions carefully before applying for the .hk LOCK service (“Service”). Your application for the Service represents that you have read and agree to be bound by these terms and conditions of the Service and their subsequent revisions.

Introduction. These .hk LOCK service terms and conditions ("*Terms and Conditions*") are between You and Hong Kong Domain Name Registration Company Limited (“*HKDNR*”). A description of the Service procedure is available at Schedule 1 - the .hk LOCK service Procedure (the “*Service Procedure*”). “.hk” means the country-code top level domain name of .hk or .香港. This Service shall automatically cease to apply upon termination of the Registration Agreement between you and HKDNR.

1. Description of Service

- a) .hk LOCK service.** It is a service provided by HKDNR (via the .hk domain name registry, Hong Kong Internet Registration Corporation Limited (“HKIRC”) to protect .hk registrants (the “Registrants”) against accidental changes of the .hk Domain Name by locking certain functions of it as described in the .hk LOCK Application Process. As a consequence of activating this Service, you will be unable to manage the .hk Domain Name(s) specified via our website www.hkdnr.hk. In the event that any update, transfer and/or a deletion request has been sent before the application, such request(s) will not be affected by the .hk LOCK service.
- b) Service Procedure.** You may at any time request HKDNR to lock, unlock or re-lock the .hk Domain Name functions by following the procedure described in Schedule 1. HKDNR will lock, unlock or re-lock the function(s) after the completion of all necessary set up or authentication and/or on the time specified by you, whichever is later.
- c) HKDNR Contact .hk Registrant.** HKDNR will contact Registrant(s) in the circumstances and for the reasons stipulated in Schedule 1. It is your obligation to inform Registrants of the use of the Service.
- d) Change of Registrar.** Registrant can request to change Registrar even if the .hk Domain Name is under the protection of the .hk LOCK service. Further verification

may be required by HKDNR, in addition to the provision of authorization code, before accepting the change of Registrar.

2. **Service Available Date.** The set up will be available once after the payment is made and the service will commence after the completion of all necessary set up. This Terms and Conditions will take effect on the service available date and will remain in force unless termination of Service in accordance with Section 6.
3. **Subscription of Service after the first day of the domain name annual year of registration.** In the event that the Service Available Date is not on the first day of the domain name annual year of registration, the Fee will be prorated by dividing the yearly Fee into 365 or 366 days and counting the number of days you will use the Service until the end of the annual year of domain registration. For example, if the Service Available Date is on 15 March and the expiration of the annual year of registration is 10 September, the fee for the first year would be calculated as $179/365$ notwithstanding that, if there are less than 3 months to the end of the domain annual year of registration, you need to pay the yearly Service fee for the next annual year in addition to that this year before the Service Available Date.
4. **No Refund of Fees for Early Termination.** If Service is terminated, for any reason whatsoever before the end of the contract period, and remaining Fee paid for the unused period will not be refunded.
5. **Contract Period.** The Service will be renewed automatically provided that the Fee has been paid unless it is terminated pursuant to clause 6.
6. **Termination of Service**
 - 6.1 **Termination at your request.** You can request to terminate the Service for any .hk Domain Name by giving at least 14-day prior notice. The termination request shall be submitted to HKDNR. The termination request shall only be accepted if it is authenticated by any one of the Administrative Persons. Once it is authenticated, HKDNR will send an acknowledgment email to the email addresses of all the Administrative Persons and all the contact persons of the .hk Domain Name on WHOIS record. HKDNR will terminate the service of the .hk Domain Name if no objection is received within seven (7) calendar days from the date HKDNR sent the acknowledgement pursuant to clause 6.4.
 - 6.2 **Termination due to transfer of domain holding right.** If the .hk Domain Name is transferred to another Registrant, the Service will be terminated.

6.3 Termination due to change of Registrar. If the .hk Domain Name is transferred to another Registrar, the Service will be terminated. The new Registrar is required to apply to HKIRC for the Service according to the procedure stipulated by HKIRC as amended from time to time.

6.4 Objection to the Unauthorized Termination. You, an Authorised Person or the .hk Domain Name Registrant can claim during the 7-day objection period stated in Section 6.1 that the termination request related to the Service was submitted without authorization. Any person who objects must submit valid proof of the position and right to object to the satisfaction of HKDNR. HKDNR may contact other persons including but not limited to the other Administrative Persons to reconfirm the termination request. It is the sole discretion of HKDNR to accept any objection.

6.5 Termination by us. We shall be entitled to terminate the Service:

- (a) unless otherwise agreed mutually, on the same day the registration agreement between you and HKDNR is terminated.; or
- (b) if you do not pay HKDNR the requisite fees by the due dates; or
- (c) if you use or allow the Service to be used, in any manner or for any purpose which is illegal or which otherwise violates any law, Ordinance, rule, regulation, order or other legal instrument in force in HKSAR, or if HKDNR has reasonable grounds to believe that you have done or are doing so; or
- (d) if HKDNR believes, on reasonable grounds, that allowing the Service to be provided will expose HKDNR and/or HKIRC to a threat or risk that legal action will be taken against HKDNR and/or HKIRC, whether in HKSAR or in any other jurisdiction; or
- (e) if HKDNR believes, on reasonable grounds, that allowing the Service to be provided is likely to damage or adversely affect the reputation and/or goodwill of HKDNR and/or HKIRC in HKSAR or elsewhere; or
- (f) if HKDNR believes, on reasonable grounds, that allowing the Service to be provided is likely to put HKDNR and/or HKIRC in conflict with any statutory obligations or the terms of a HKSAR court order; or
- (g) if:
 - i. you breach any of the terms of this Terms and Conditions; or
 - ii. in the determination of HKDNR, continuing with the Service contravenes any of the Terms and Conditions; or
 - iii. in the determination of HKDNR, fraud was committed in the application process for the Service, any information provided by you to HKDNR is false or misleading, or any information which HKDNR

- considers material to its decision to commence the Service or to continue to provide you with the Service has been concealed or omitted; or
- iv. if HKDNR decides in its sole discretion that it is undesirable or unsuitable to maintain the Service; or
 - v. if you are a company or organization, on your dissolution or striking off from the Register of Companies in the HKSAR, or on the completion of your liquidation or winding up period; or
 - vi. if you are no longer a Domain Registrant managed by HKDNR.

6.6 Notice of termination of Service. If any of the events stated in 6.5 occur, HKDNR shall send you an email notifying the reason for the cancellation of the Service. HKDNR can at its discretion terminate the service immediately or at the time HKDNR thinks fit. If the reason for termination is due to your alleged breach of these Terms and Conditions and you wish to object, you must provide evidence satisfactory to HKDNR to show that you have not breached these Terms and Conditions, or that such breach has been remedied. HKDNR shall have absolute discretion in determining whether the termination shall stand.

6.7 Survival of clauses. On the date of termination of the Service, the provisions of these Terms and Conditions shall terminate except for clauses 4, 6.8, 7, 8, 9 and 10 which shall survive the termination of these Terms and Conditions.

6.8 No recourse on termination. You shall have no claims or recourse whatsoever against us on the termination of these Terms and Conditions. For the avoidance of doubt, there shall be no refund to you, whether in whole or in part, of the Fee or any fees which have been paid to us prior to the termination of these Terms and Conditions.

7. Collection of Personal Data. The information provided by you or any other person in relation to the Service is collected by HKDNR solely for the purpose of communication and verification in relation to the Service. For the purpose of .hk LOCK operations, information may be passed to HKIRC on a need-to-know basis. The information will be handled and retained in strict confidence and in accordance with the Personal Data (Privacy) Ordinance of the HKSAR. By applying for this service, you declare that the domain registrant has agreed HKDNR to collect, store and use of the personal data for the purpose states in this clause.

8. Indemnity. You hereby agree to defend HKDNR and HKIRC, indemnify HKDNR and HKIRC and hold HKDNR and HKIRC harmless as the domain name registrar and domain

name registry, including the officers, directors, committee members, employees and agents (collectively, the "Indemnified Parties") of HKDNR and HKIRC, from all liabilities, losses, damages, costs, legal expenses, professional and other expenses of any nature howsoever sustained, incurred, paid by or suffered by HKDNR and HKIRC which are directly or indirectly related to any claim, action, or demand arising out of or related to the Service subscribed to by you or any third party.

9. Limitation of our liability. HKDNR disclaims any and all loss or liability including, but not limited to, loss or liability resulting from:

- (a) the delays of locking or unlocking, or the unavailability of the Service due to any reason, including but not limited to failure to get into contact with the valid Administrative Person(s) by HKDNR or delays in internet or telecommunications transmissions howsoever caused.
- (b) system or processing errors or delays;
- (c) non delivery or mis-delivery of requests or data;
- (d) acts of God;
- (e) the unauthorized use or misuse of the Service, or other security authentication option;
- (f) errors, omissions, or misstatements in any and all information or service(s) provided under these Terms and Conditions that you may receive in connection with the processing of the application for the services, the processing of the authorized modification;
- (g) any accidental changes to or deletions of a .hk Domain Name during the time when the Service is subscribed.

HKDNR and HKIRC shall have no liability for any losses you may suffer as a result of your use of the Service or the cancellation of the Service, including but not limited to liability for direct, indirect, special, incidental or consequential losses howsoever caused. HKDNR's and HKIRC's maximum liability under these Terms and Conditions shall not exceed 100% of the Fees paid for the Service.

10. Disclaimer of warranties. HKDNR expressly disclaims all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, that its services will meet your requirements whether or not communicated to HKDNR, or that its services will be uninterrupted, timely, secure or error free.

11. Amendments to the Terms and Conditions. HKDNR reserves the right to amend these Terms and Conditions at any time. Each time the amendment is made, HKDNR will notify you the amended version of the Terms and Conditions by email in advance (where practicable, fourteen (14) calendar days in advance). Each amended version of the Terms and Conditions will become binding and effective on you and HKDNR on the effective date specified at the top of the amended version, and will replace all previous versions of the Terms and Conditions.

12. English version of Agreement will prevail. In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

14. Governing law and jurisdiction. 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.

Schedule 1

.hk LOCK service Procedure (the “Service Procedure”)

Activation of the .hk LOCK service

1. When HKDNR has received the application and payment from you, HKDNR will contact the Administrative Persons (whose contact information is indicated on the set up form) and collect the passphrases. The Service will be activated after collecting passphrases from all of the Administrative Persons. An e-mail will be sent to all of the Administrative Persons and Domain Name contact persons to inform them of the lock activation.

Changes of Administrative Persons

2. When HKDNR has received the change of Administrative Persons request from you, HKDNR will contact the existing Administrative Persons to authenticate the change request. The change shall only be accepted if it is authenticated by any one of the existing Administrative Persons.

Unlocking and Re-Locking of the .hk LOCK

3. In the event that you wish to unlock the specified functions of the .hk Domain Name so that you can modify the domain name information and then relock the specified functions of the .hk Domain Name, you shall submit the request to HKDNR. After receiving the unlocking request, HKDNR will contact all the Administrative Persons by email requesting them to authenticate the unlock request.
4. Once the unlocking request is authenticated from any one of the Administrative Persons, HKDNR will then unlock the specific function(s) at the time specified by you.
5. HKDNR will lock the function again after the unlocking period. An email will be sent by HKDNR to all the Administrative Persons' email addresses and the email addresses of all the contact persons of the .hk Domain Name(s) on WHOIS record afterwards notifying that specific function(s) of the .hk Domain Name has been re-locked.

Change of .hk LOCK service Details

6. You shall inform HKDNR in writing for every change of .hk Domain Name holding right or the change of Registrar of the .hk Domain Name(s).

Termination of .hk LOCK service

7. You can request to terminate the Service for any .hk Domain Name by giving at least 14-day prior notice. The termination request shall be submitted to HKDNR. The termination

request shall only be accepted if it is authenticated by any one of the Administrative Persons. Once it is authenticated, HKDNR will send an acknowledgement email to the email addresses of all the Administrative Persons and all the contact persons of the .hk Domain Name on WHOIS record. HKDNR will terminate the Service of the .hk Domain Name if no objection is received within seven (7) calendar days from the date HKDNR sent the acknowledgement. Any person who objects must provide valid proof satisfactory to HKDNR. HKDNR may use other channel to reconfirm the termination request as needed.