

CODE OF PRACTICE FOR REGISTRARS AND RESELLERS

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CODE OF PRACTICE FOR REGISTRARS AND RESELLERS

1. Preamble

- a) This Code of Practice for Registrars and Resellers (the “Code”) is part of and is in addition to the Registrar Accreditation Agreement (the “RAA”) between the Registrar and SGNIC. This Code sets out the rules and principles which must be observed by accredited Registrars and Resellers (collectively “Suppliers”) of Domain Names so that the interest of all parties (including those of the Suppliers, SGNIC and Domain Name registrants (also referred to as “Customers”)) are protected.
- b) In this Code, capitalised words that are not defined shall have the same meaning as set out in SGNIC’s latest version of the RAA which may be viewed at SGNIC’s website, <http://www.sgnic.sg/>. Additionally, in this Code, except where the context otherwise requires or unless otherwise specified, references to legislation or to any provision of legislation include references to modifications or re-enactments of, substitutions for (whether under the same or a different name or title), and all statutory instruments issued under, that legislation or provision.
- c) In order to achieve the purpose stated above, in general, Suppliers are to observe and uphold the principles and requirements stated in this Code.

2. The Principles

Suppliers shall:

- a) operate their businesses competently and in good faith so as to promote confidence in Customers and other stakeholders in the registration and use of Domain Names;
- b) maintain fair and open competition between Suppliers;
- c) preserve and advance the standing of the domain name industry in Singapore; and
- d) uphold the integrity and reputation of SGNIC in its operation of Singapore’s shared registry system for Domain Names.

3. Accreditation Status

- a) Registrars shall accurately inform the general public of the status of their accreditation by SGNIC and the type of Registrar Services they are allowed to perform with SGNIC on behalf of Customers.
- b) Registrars must also advise Customers of any change of its status promptly.
- c) Further, where there has been a change in the Registrar’s status and upon request by SGNIC or a Customer to change Registrars, the outgoing Registrar must expeditiously effect the change and provide all necessary assistance to the incoming Registrar at no cost to the Customer or incoming Registrar.

4. Capabilities

Suppliers shall put in place and maintain all necessary capacity, expertise, technology and infrastructure (“Capabilities”) to provide quality services to Customers. Examples of such Capabilities are: (i) providing and maintaining IT systems that are secured and capable of meeting SGNIC’s then prevailing quality of service standards; (ii) maintaining sufficient qualified staff to provide .sg domain name registration services promptly; and (iii) maintaining a reliable data archival, backup and disaster recovery system.

5. General Prohibitions

- a) Suppliers shall not wilfully do, cause or permit to do anything which may harm the reputation, goodwill or business of SGNIC and/or the domain name registration industry at large.
- b) Suppliers shall not impose any transfer-out fees on Customers who request to transfer any registered Domain Names out of the Suppliers' management.

6. Authorisation

- a) Supplier should act on behalf of a Customer only if it has been authorized by that Customer to do so. Supplier may register Domain Names for its own legitimate use in accordance with the *Rules of Registration* but shall not register Domain Names on its own behalf for the purpose of preventing any legitimate Domain Name registration.
- b) Further, where any order or decision affecting the Supplier's Customer is issued by an administration panel set up pursuant to the *Singapore Domain Name Dispute Resolution Policy*, the Supplier must act to implement the order or decision expeditiously upon becoming aware of it.

7. Registrations and Renewals

- a) *Registrations.* In connection with the registration of a Domain Name, the Supplier must fully disclose, at a minimum, the following information to a Customer before transacting with SGNIC on that Customer's behalf:
 - (i) identification details of the Supplier including its legal name, the address of its registered office or principal place of business, and its contact details;
 - (ii) the terms and conditions of all agreements with SGNIC (including the Domain Name Registration Agreement) which shall bind the Customer during and after the registration process;
 - (iii) the service levels offered by the Supplier, for example, the time that the Supplier would take to process the Customer's Domain Name registration request; and
 - (iv) customer support contact information and complaints handling procedures of the Supplier (see Section 11 below).
- b) *Renewals.* Supplier must take all reasonable measures to remind Customers to renew the registration of their Domain Names at least thirty (30) days before the expiry of the registration. The renewal reminder or notice (or any form of communication that may reasonably be understood by Customers as a renewal reminder or notice) may only be sent by a Supplier who is or whose Registrar is the Customer's Registrar of Record.

8. Confidentiality

- a) Suppliers may not use, permit others to use, sell or disclose any personal information relating to any Customer where the use, sale or disclosure has not been authorised by the Customer. The Supplier shall, at all times, comply with the provisions of the Personal Data Protection Act 2012.
- b) WHOIS. Any Registrar providing a WHOIS service in respect of Domain Names shall comply with SGNIC's WHOIS Policy (available at <https://www.sgnic.sg/overview-3.html>), be responsible at all times to ensure the accuracy and reliability of the information retrievable from the WHOIS service, and shall also implement limitations on the use of the WHOIS service. These limitations shall be similar to those

implemented by SGNIC in relation to SGNIC's own WHOIS services (available at SGNIC's official website – <http://www.sgnic.sg/>).

9. Supplier's Agreement with Customer

- a) The Supplier must not enter into any agreement with a Customer ("Customer Agreement") which contains terms that:
 - (i) are inconsistent with, or in any way modify, override, limit, contradict or negate the terms and conditions of the Domain Name Registration Agreement; or
 - (ii) unreasonably prevent a Customer from changing Supplier at any time.
- b) The Supplier shall inform its Customers or Applicants that it is a pre-condition for Customers or Applicants to enter into a *Domain Name Registration Agreement* with SGNIC prior to the Supplier taking any action to register the domain name(s) requested by the Customer.

10. Market Conduct

The Supplier shall:

- (a) only register or renew a Domain Name at the request of a Customer or Applicant;
- (b) not register or renew Domain Names in advance of a request from a Registrant for the purpose of restricting a competitor from registering the Domain Name on behalf of a Registrant, or for the purpose of later offering the Domain Name to the Registrant;
- (c) provide stand-alone registration service. If Suppliers provide bundled services, they must specify the price of stand-alone registration service and provide those bundled services only on an optional basis; and
- (d) not represent to any person that the Supplier enjoys access to SGNIC or services offered by SGNIC over any other Supplier that is superior or preferential to that of any other Suppliers.

11. Complaints Handling

- a) Suppliers shall have in place fair policies and clear procedures to handle complaints from Customers in relation to the .sg Domain Name registration services provided by the Supplier. Such policies and procedures should, at a minimum:
 - (i) demonstrate commitment to the right of Customers to lodge complaints;
 - (ii) demonstrate commitment to resolve all complaints impartially;
 - (iii) provide for the resolution of all complaints within a reasonable time period; and
 - (iv) be publicised on the Supplier's official website, when requested by SGNIC.
- b) Suppliers shall also:
 - (i) advise complainants of the outcome of the complaint as soon as practicable; and
 - (ii) keep records of and provide SGNIC with complaints handling policy and procedures as well as statistics pertaining to complaints lodged with the Supplier and the outcome of any investigations arising from complaints, when requested by SGNIC.