

DOMAIN NAME REGISTRATION AGREEMENT

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1. Introduction

1.1 This Domain Name Registration Agreement (the “DNRA” or “Agreement”) is between you (the “Registrant”) and the Singapore Network Information Centre (“SGNIC”), and shall come into force and effect upon your application for the registration of the Domain Name in the form and manner prescribed by SGNIC from time to time.

1.2 The following documents form part of the DNRA:

- 1.2.1. Rules of Registration (“RoR”);
- 1.2.2. Acceptable Use Policy for Registrant (“AUPT”);
- 1.2.3. WHOIS Policy;
- 1.2.4. Singapore Domain Name Dispute Resolution policy and Supplemental Rules (“SDRP”); and
- 1.2.5. Privacy Policy.

(Collectively the “Reference Documents”)

1.3 The Reference Documents may be viewed at SGNIC’s website (<http://www.sgnic.sg/>) and contain additional terms and conditions which are binding on you. The Reference Documents may, pursuant to Clause 3.3 below, be amended by SGNIC from time to time.

1.4 You warrant that you have reviewed the terms of this DNRA and the Reference Documents prior to making your application for the registration of your Domain Name.

2. Definitions

2.1 In this DNRA:

“Domain Name”	means any internet second-level or third-level domain name ending in “.sg”, “.新加坡” or “.சிங்கப்பூர்”;
“Domain Name Registration”	means the subsisting or impending registration by SGNIC of a Domain Name in its registry in the name of the Registrant;
“Fees”	means the fees payable to SGNIC in connection with any Domain Name Registration, which shall be paid to SGNIC by the Registrant’s Registrar of Record, and which the Registrar of Record may collect from the Registrant either before or after the Registrar of Record pays such fees to SGNIC, and shall include any fees associated with maintaining and/or modifying the registration of a Domain Name;
“Internationalised Domain Name” or “IDN”	means a Domain Name which contains one or more non-Latin characters. The different versions associated with an IDN shall be termed as “Variants”;
“Name Servers”	means computers that are connected to the Internet and publish authoritative translation information about a Domain Name in the domain name system;
“Registration Information”	means all information which the Registrant or any Registrar has furnished to SGNIC in connection with the processing of any transaction related to the Domain Name Registration in the name of the Registrant including the information provided by the Registrant or any Registrar during the application

process as well as all other information concerning the Domain Name Registration;

“Registrar” means any party appointed or accredited by SGNIC to offer Domain Name Registration services;

“Registrar of Record” in relation to any Registrant, means the Registrar which is listed with SGNIC as the appointed Registrar with respect to a Domain Name Registration by the Registrant;

2.2 In this Agreement, except where the context otherwise requires or unless otherwise specified:

- (a) 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;
- (b) Words denoting the singular include the plural and vice versa, and words importing a gender include all genders;
- (c) Words denoting individuals may include corporations and vice versa;
- (d) A reference to an interest of two or more persons confers that interest jointly and severally and a reference to an obligation imposed on any two or more persons imposes that obligation jointly and severally;
- (e) References to Clauses and Schedules are references to clauses of and schedules to this Agreement. Headings do not affect interpretation;
- (f) References to documents or agreements (including this Agreement) include references to amendments, novation, replacements and supplementary documents or agreements;
- (g) References to any Party to this Agreement or to any other document or agreement include its successors and permitted substitutes or assigns;
- (h) “Writing” and other similar expressions include all means of reproducing words in a tangible and permanently visible form;
- (i) Derivatives from a word given a certain meaning or interpretation, have a corresponding meaning or interpretation;
- (j) A period dating from a given day or the day of an act or event, is calculated exclusive of that day; and
- (k) A reference to a day commences at midnight Singapore time and ends 24 hours later.

3. **Acceptance and Amendment of the DNRA and Reference Documents, and Order of Precedence**

3.1 **Acknowledgements**

You acknowledge that:

- 3.1.1. you have read, understood and accepted the terms contained in this DNRA and the Reference Documents (and in particular, the RoR and the AUPT);
- 3.1.2. SGNIC has sole and absolute discretion to reject your application for registration of any Domain Name notwithstanding that your application conforms to all of the requirements set out in this DNRA and the Reference Documents; and
- 3.1.3. SGNIC is not obliged to provide any reasons for rejecting your application for registration.

3.2 **Acceptance by SGNIC.** SGNIC entered into this DNRA with you relying upon the information you have provided and the representations and warranties which you have

given or made (whether in this DNRA or elsewhere). SGNIC may, in its sole and absolute discretion, impose additional terms and conditions in connection with the registration of your Domain Name. Once you have accepted these additional terms and conditions, they become a part of this DNRA and are incorporated herein by reference as if specifically set out in this document.

3.3 **Amendment of the DNRA and Reference Documents**

3.3.1. SGNIC reserves the right to make amendments to the DNRA and the Reference Documents at any time and from time to time. Any amendment shall be published on SGNIC's website. You agree to periodically review SGNIC's website to determine if SGNIC has made any amendments to this DNRA and/or the Reference Documents.

3.3.2. You shall be deemed to have agreed to any amendments made to the DNRA and/or the Reference Documents 30 days after the date of first publication of such amendments on SGNIC's website unless you have, prior to expiry of the 30 day period, notified SGNIC of your intention to terminate this DNRA in accordance with Clause 9.6.1(c) below.

3.4 **Order of Precedence.** In the event of any inconsistency between the terms in this DNRA and the other Reference Documents, the terms in this DNRA shall prevail.

4. **Registrars**

4.1 **Registrar is Your Agent.** You acknowledge and agree that your Registrar of Record, and/or any other Registrar through which you made your Domain Name application or subsequently appointed by you, is irrevocably authorised by you to act as your agent in all matters in connection with the application, registration and maintenance of the Domain Name and the administration of this DNRA. Such matters shall include acting as the communication liaison between SGNIC and you and dealing with or deletion of any Domain Name Registration.

4.2 You also acknowledge that there is and has been no relationship of agency, partnership or joint enterprise between any Registrar and SGNIC.

4.3 In exceptional circumstances, SGNIC may in its sole and absolute discretion decide to process your application for registration of a Domain Name directly. If SGNIC so decides, then where appropriate or where the circumstances permit, a reference in this DNRA to "Registrar" shall be read as a reference to SGNIC.

4.4 **Change of Registrar**

4.4.1. **Change of Registrar Events.** You agree to change your Registrar of Record to another Registrar upon;

- (a) SGNIC's request; or
- (b) being notified by your Registrar of Record or SGNIC that your Registrar of Record's accreditation with SGNIC has been suspended or terminated for any reason,

(each of the above being a "Change of Registrar Event"). You acknowledge that in certain circumstances, SGNIC itself may act as your temporary Registrar of Record pending your change of Registrar of Record pursuant to this clause.

4.4.2. **Time Period.** Upon the occurrence of any Change of Registrar Events, you are required to effect a change in your Registrar of Record within 30 days of

being notified of the occurrence or otherwise within the time period stipulated by SGNIC.

4.4.3. **Change of Registrar initiated by Registrant.** You may also change your Registrar of Record for any reason but only if the WHOIS record for the registered Domain Name does not have a “TransferProhibited”, or “redemptionPeriod” status.

4.4.4. **Your Undertaking.** You also undertake to:

- (a) abide by the procedures (“Change of Registrar of Record”) set out in the Annex to this DNRA when carrying out any change of Registrar of Record; and
- (b) give your fullest cooperation to SGNIC and the new Registrar of your choice, including the payment of any applicable Fees, in order to effect the change in your Registrar of Record with SGNIC.

4.4.5. **Change of Registrar not transfer of Domain Name Registration.** For the avoidance of doubt, a change of your Registrar of Record does not operate to transfer the registration of a Domain Name to another person and the provisions of this Clause 4.4 do not supplant the provisions of Clause 5.5 below.

5. Registered Domain Name

5.1 **No Proprietary Right.** Subject to you complying with the terms of this DNRA, you shall only have the right to use, but not own, the Domain Name Registration. Save as provided for under Clause 5.5 herein, you shall not have any right to sell, trade, assign or otherwise deal with the Domain Name Registration. SGNIC is entitled to injunctive relief should you deal with the Domain Name Registration in any manner that is contrary to this DNRA and/or Reference Documents. Additionally, registration of the Domain Name in one category does not confer on you any legal, equitable or other proprietary right to use an identical, similar or phonetically equivalent domain name in another domain category.

5.2 **Legality.** You acknowledge and agree that by granting you a Domain Name Registration, SGNIC has not made any determination, nor is it capable of making such determination, with respect to the legality of the Domain Name Registration or otherwise evaluate whether that registration or use of the Domain Name may infringe upon any rights of a third party. You therefore further agree that you shall not use the fact that the Domain Name has been registered with SGNIC as a defence in any legal proceedings brought against you by any third party in connection with your registration and/or use of the Domain Name. Nothing in this DNRA obliges SGNIC to act as arbiter between you and third parties in respect of any disputes arising out of the registration or use of the Domain Name. You agree that this DNRA does not confer any rights, procedural or substantive, upon you and also acknowledge that third parties are not bound by the provisions of this DNRA.

5.3 **Registration period.** A Domain Name Registration shall be for an initial period of 1, 2 or 3 years and shall expire at the end of its period (“Expiry Date”) unless renewed according to the provisions below. When Variants of IDN are activated, their Expiry Date will be the same as the parent IDN’s Expiry Date.

5.4 Renewal of Domain Name Registration

5.4.1. **Renewal Time Periods.** Subject to SGNIC’s approval and SGNIC receiving the Fees due to it, your Domain Name Registration:

- (a) Would be auto-renewed at the point of expiry for a 1 year term, provided that the Domain Name does not have a “serverRenew

- Prohibited” status. The new Expiry Date shall be 1 year from its previous Expiry Date;
- (b) Can be renewed by volition at any time before the Expiry Date for a 1 or 2 years term, provided always that the new Expiry Date of the registration after such renewal does not exceed 36 months from the date SGNIC receives the renewal instruction. The new Expiry Date shall be 1 or 2 years from its previous Expiry Date;
 - (c) Can be renewed for a 1 or 2 years term at the same time when it is transferred from one Registrar to another, provided always that the expiry date of the registration after such renewal does not exceed 36 months from the date SGNIC receives the renewal instruction. The new expiry date shall be 1 or 2 years from the Expiry Date; or
 - (d) Would need to be restored first before it can be renewed, if it is in the “redemptionPeriod” status. Such a restoration would incur a restoration fee.

5.4.2. **Renewal for Variants of IDN.** When renewing the registration of IDN with SGNIC, you may also opt to renew Variant(s) of the IDN for the same one (1) or two (2) years period, provided always that the expiry of the registration of the Variant after such renewal does not exceed 36 months from the date SGNIC receives the renewal instruction from you. When Variants of IDN are renewed, their Expiry Date will be the same as the parent IDN’s Expiry Date.

5.4.3. **Bar Against Renewal.** Notwithstanding any of the provisions above, a Domain Name cannot be renewed by volition if its status in our system is shown as “pendingTransfer” or “RenewProhibited”.

5.5 Transfer of Domain Name Registration

5.5.1. You may only transfer your Domain Name in the circumstances listed below and provided the registered Domain Name does not have a “TransferProhibited” or “redemptionPeriod” status:

- (a) You have been sold to or have merged with another entity;
- (b) You have transferred intellectual property which may contain the Domain Name to another entity;
- (c) A competent arbitrator, tribunal, court or legislative body has ordered you to transfer the Domain Name;
- (d) You have become insolvent and the Domain Name is transferred to a liquidator, receiver, receiver manager, administrator or similar insolvency professional;
- (e) You have entered into an agreement to transfer the Domain Name to a new registrant in settlement of a dispute which includes the transfer of the domain name; or
- (f) You have obtained the written consent of SGNIC for the transfer.

5.5.2. Subject to the provisions of Clause 5.5.1 above, you may transfer your registered Domain Name to another party (“Transferee”) only in accordance with the provisions of the DNRA and shall also comply with the following provisions:

- (a) You must obtain the authorisation of the Transferee (for example in the form of a bilateral agreement) for the transfer and an acknowledgement from the Transferee that the Transferee agrees to be bound by the DNRA; and,
- (b) Either the Transferee or you will submit a transfer request to your Registrar of Record indicating the domain name to be transferred, the identity of the Transferee and acknowledgement of the Transferee that the Transferee agrees to be bound by the DNRA.

6. Use of Registration Information

- 6.1 **Consent.** You consent to SGNIC collecting, storing, processing, using, disclosing and publishing your Registration Information in any form or medium, including but not limited to through internet-based services available to the public, for any lawful purpose. These purposes include publication to any third parties relying on or participating in any administrative proceedings under the *SDRP*.
- 6.2 **WHOIS Policy.** SGNIC shall be entitled to use your Registration Information to operate WHOIS services for the public. The classes of information made available for the WHOIS service, its manner of use and the steps that SGNIC may take to protect your privacy are as set out in the *WHOIS Policy* document.
- 6.3 **Privacy Policy.** Without prejudice to the provisions of clauses 6.1 and 6.2 above, SGNIC shall also be entitled to collect, use, disclose and otherwise manage Personal Data (as defined under the Personal Data and Protection Act 2012) in its custody for the purposes of any Domain Name Registration, including without limitation collecting and/or disclosing Personal Data to/from your Registrar of Record or other Registrars, in accordance with the SGNIC Privacy Policy, a copy of which may be accessed at <https://www.sgnic.sg>.

7. Registrant's Obligations

- 7.1 **Operational Name Service.** You are required to, within 30 days from the date on which your Domain Name is registered, initiate and then maintain the operation (including but not limited to being connected to the Internet and capable of receiving queries for the Domain Name and responding thereto) of at least two Name Servers for the registered Domain Name.
- 7.2 **Appointment of Contacts.** It is solely your responsibility to appoint a suitable Administrative Contact, Technical Contact and Billing Contact for the Domain Name Registration. The Administrative Contact will need to verify your identity and business contact information via SGNIC's VerifiedID@SG & RegistryLock portal within 21 days after the Domain Name registration or when your identity or business contact information has been changed. It is your responsibility to ensure that the Administrative Contact understands his/her obligations and completes the verifications within the stipulated timeframe. The Technical and Billing Contacts should be parties that can respond to technical and billing matters respectively with regard to your Domain Name. Failure to conduct the verification within the stipulated time may result in the suspension of your Domain Name.
- 7.3 **Update of Particulars.** It is solely your responsibility to update SGNIC of any changes in the Registration Information as and when such changes occur. SGNIC may from time to time request from you pertinent information concerning the Domain Name Registration (or in connection with your use of the Domain Name Registration) or for updates with respect to your Registration Information. You shall, within 7 days of SGNIC's request (or a request made on SGNIC's behalf), provide such information or updates.
- 7.4 **Dispute Resolution**
- 7.4.1. SGNIC shall not be a party to any dispute between (i) you and any Registrar; and/or (ii) you and any third party ("Complainants"), in connection with your registration and/or use of a domain name. However, where you are party in legal proceeding(s) in connection with your Domain Name Registration, you shall, at SGNIC's request, furnish SGNIC with a copy of all documents or pleadings which you file into court.
- 7.4.2. You agree to be bound by the terms and conditions of the SDRP which is incorporated herein and made a part of this DNRA by reference. The SDRP

provides, among other things, for Complainants to raise any dispute with you regarding your Domain Name Registration and to compel you to submit to an administrative proceeding.

- 7.4.3. Once a complaint under the SDRP has been filed against you by a Complainant, you shall not make any changes to your identity and business contact information without SGNIC's prior written approval. SGNIC may not allow such changes to be made unless (i) it is satisfied that the dispute has been resolved under the SDRP; or (ii) SGNIC receives, to its satisfaction, notification from the parties that the dispute has been settled.

Implementation of Administrative Panel's decision

- 7.4.4. If an Administrative Panel should order that the Domain Name Registration be transferred to a Complainant, then subject to the provisions of the SDRP, SGNIC shall implement the Administrative Panel's decision as follows:

- (a) The Domain Name will be purged from SGNIC's database on the implementation date (i.e. ten (10) working days after SGNIC is informed of the Administrative Panel's decision).
- (b) The SDRP secretariat and your Registrar will be informed accordingly once the Domain Name is purged.
- (c) SGNIC will reserve the disputed Domain Name for the Complainant for thirty (30) days beginning from the implementation date.
- (d) The Complainant shall be required to register the disputed Domain Name with a Registrar of the Complainant's choice during the said thirty (30) day period.
- (e) If the Complainant fails to register the disputed Domain Name during such period, that Domain Name will be made available for registration by any person on a first-come-first served basis.

8. Registrant's Representations and Warranties

- 8.1 You represent and warrant to SGNIC as follows:

8.1.1. **Registration Information.** That all Registration Information is and remains at all times true, complete, accurate and not misleading.

8.1.2. **Qualification for Registration.** That you have understood and been in compliance with the principles and requirements set out in the RoR.

8.1.3. **Compliance in Use of Domain Name.** That the registration and/or use of the Domain Name Registration shall be in full compliance with the principles and terms set out in the AUPT.

- 8.2 **Survival of Terms.** You acknowledge and agree that the following clauses shall survive the expiry or termination (howsoever brought about) of this DNRA:

Clauses 4.1, 5.1, 5.2, 10, 11.1, 11.2, 11.6 and 11.7

9. Rights of SGNIC

- 9.1 **Actions against Domain Name Registration**

9.1.1. Subject to clauses 9.3, 9.4 and 9.5 below, SGNIC may, at its sole and absolute discretion, take appropriate action, including immediately deleting or suspending, or cause to be deleted or suspended, a Domain Name Registration in the event that:

- (a) SGNIC has not received the Fees as and when they fall due for any reason whatsoever;
- (b) maintaining the registration could put SGNIC in conflict with the requirements of the terms of any notice, order, ruling, decision or judgment of a Court of Singapore, law enforcement agency, regulatory body or an Administrative Panel setup pursuant to the *SDRP*;
- (c) SGNIC receives a notice from any government body, law enforcement/ security agency, regulatory authorities/ agencies or national controlling bodies requesting for SGNIC to take action against the Domain Name on the ground that the Domain Name, manner of use of the Domain Name, and/or the contents of the website referenced by the Domain Name is (1) in breach (or potential breach) of any laws, directives, guidelines, codes of practice, regulations or regulatory requirements, or licences or permits issued by any government body, law enforcement/security agency, or regulatory authorities/agencies, national controlling bodies, or (2) is used for or in connection with objectionable or undesirable activities, or where such use is otherwise against national or public interest. SGNIC shall be entitled to rely on such notices without having to inquire into their correctness, validity or underlying reasons;
- (d) the registration has been procured by fraud or misrepresentation, including but not limited to the provision of false or incomplete registration or business contact information in non-compliance with the RoR;
- (e) in SGNIC's sole and absolute opinion, the Domain Name, the manner of use of the Domain Name, and/or the contents of the website referenced by the Domain Name are objectionable or undesirable;
- (f) in the sole and absolute determination of SGNIC, you have breached any of the terms set out in this DNRA and/or Reference Documents;
- (g) the Domain Name is one which is or ought to have been a reserved domain name as described in clause 7 of the RoR as at the time when the Domain Name was applied for or was registered.

9.1.2. You may, at any time, request for your Registrar to delete your Domain Name Registration.

9.1.3. In the event SGNIC is named as a party to any legal proceedings involving a Domain Name Registration, SGNIC shall be entitled to suspend the Domain Name Registration until the conclusion of the legal proceedings.

9.2 **General Power to Amend.** SGNIC shall have the general power to amend or modify any Domain Name Registration –

9.2.1. to correct any error that has been made by any party in connection with the registration, transfer, termination or renewal of the Domain Name Registration; or

9.2.2. to implement any decision or order made by the Courts of Singapore or an adjudication made by an Administrative Panel pursuant to the *SDRP*.

9.3 **Written Notice for Deletion.** Where permitted by the circumstances, SGNIC shall provide written notice, by electronic mail or otherwise, to you either directly or through your Registrar before exercising the right of deletion / suspension / other action provided for under clause 9.1.1 above.

9.4 **Notification to Remedy Breaches.** In the event that the basis on which SGNIC relies on to delete your Domain Name Registration is your breach of the terms of this DNRA and/or the Reference Documents and where such breach is capable of being remedied as determined by SGNIC in its sole and absolute opinion, SGNIC may, at its sole and absolute discretion, prior to exercising its right of deletion notify you in writing, either

directly or through your Registrar, of the breach in question and provide you with an opportunity to remedy the breach. If the breach is not remedied within 7 days of the date of SGNIC's notice, SGNIC shall be entitled to delete the Domain Name Registration without any further notice to you. Notwithstanding any of the foregoing, nothing herein prejudices or otherwise affects SGNIC's right to suspend (including immediate suspension without prior notification) the Domain Name Registration during the aforementioned remedy period.

9.5 **Limited Right to Reinstate Deleted Domain Name.** Where a Domain Name Registration is deleted pursuant to Clause 9.1.1(a) (non-payment of Fees), SGNIC shall only make the domain name available to the public for registration after the redemptionPeriod referred to in Clause 5.4.1(d) above. During the redemptionPeriod, you may restore the Domain Name Registration.

9.6 Termination of DNRA

9.6.1. This DNRA terminates:

- (a) When the Domain Name Registration is purged;
- (b) When SGNIC is no longer the Domain Name administrator; or
- (c) Upon your notification to SGNIC pursuant to Clause 3.3 above that you do not agree to the amendments made to this DNRA and/or Reference Documents.

9.6.2. Termination of the DNRA does not affect any rights or liabilities which have already accrued. Among other things, this means that you may be liable to pay in full to SGNIC all Fees that are due and owing to SGNIC at the time of termination of this DNRA.

9.6.3. SGNIC shall not be obliged and is not required to refund to you any Fees which have already been paid to SGNIC prior to the termination of this DNRA or the deletion/suspension of the Domain Name Registration.

9.7 **Disclaimer.** You agree that without prejudice to any other provision of this DNRA, SGNIC shall not be liable under any circumstances to compensate you for any claim, loss or damage suffered, actual or alleged, arising from or in connection with the exercise of SGNIC's rights pursuant to Clause 9.

10. Exclusion, Limitations and Indemnities

10.1 **EXCLUSION OF WARRANTIES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL SERVICES PROVIDED BY SGNIC ("SERVICES"), INCLUDING WITHOUT LIMITATION TO THE PROVISION OF DOMAIN NAME REGISTRATIONS, ARE ENTIRELY AT YOUR SOLE RISK AND ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED OR ARISING UNDER CUSTOM OR USAGE OR TRADE. WITH REGARD TO THE SERVICES, SGNIC SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR IMPLIED WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS, NON-INFRINGEMENT OR AVAILABILITY FOR USE FOR A GENERAL OR PARTICULAR PURPOSE.

10.2 LIMITATION OF LIABILITIES

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SGNIC BE LIABLE FOR ANY LOSS OR DAMAGE, EITHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TERM OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY MISREPRESENTATION, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR UNDER ANY OTHER LEGAL THEORY ARISING OUT OF, OR RELATED TO, THIS DNRA OR YOUR USE OF THE SERVICES AND/OR ANY INFORMATION OR DATA OBTAINED FROM SGNIC (SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF DOMAIN

NAME REGISTRATION, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY AND DOWN TIME), EVEN IF SGNIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, THE ENTIRE AGGREGATED LIABILITY OF SGNIC TO YOU OR YOUR AGENT, WHETHER UNDER THE PROVISIONS OF THIS DNRA OR OTHERWISE SHALL BE LIMITED TO THE LESSER OF SINGAPORE DOLLARS FIVE HUNDRED (S\$500) OR THE TOTAL FEES PAID BY YOU TO SGNIC UNDER THIS DNRA. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

10.3 Indemnities

10.3.1. You agree to defend, indemnify and hold harmless SGNIC, each and every of its officers, directors, employees, agents and committee members (collectively the “Indemnified Parties” and singularly the “Indemnified Party”) from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, penalties, costs and expenses (including, without limitation, professional and legal expenses) arising out of or in any way connected to your use or your permitted use of any Domain Name Registration, or your violation of this DNRA and the Reference Documents in any way.

10.3.2. Every Indemnified Party shall, within a reasonable time after having express knowledge of any claims, demands or actions affecting that Indemnified Party pursuant to Clause 10.3.1, notify you of their existence. The failure of any Indemnified Party to give the appropriate notice shall not affect the rights of the other Indemnified Parties.

11. General Terms

11.1 **Notices.** All notices, communications, demands, requests, approvals or consents required to be given or made under this DNRA by either party must be in writing. Any notices, communications, demands, requests, approvals or consents shall be deemed to be duly given and received:

11.1.1. if personally delivered, on the following working day of delivery;

11.1.2. if sent by pre-paid mail from and to addresses within the same country, two (2) working days after the date of posting;

11.1.3. if sent by pre-paid mail from and to addresses in different countries, five (5) working days after the same is sent; and

11.1.4. if sent by hand or by facsimile, on the following working day, provided a confirmation copy is generated by the sender’s facsimile machine; and

11.1.5. in the case of electronic mail, upon the successful transmission of the electronic mail provided that no notice of electronic mail delivery failure is received by the sender as the case may be.

11.2 **Waiver.** A waiver of either party’s right to enforce any provision of this DNRA is not effective unless expressed in writing. Further, the failure by either party to enforce at any time the provisions of this DNRA or any rights in respect thereto shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of this DNRA.

11.3 **Severability.** If any term or provision of this DNRA is held to be illegal or unenforceable, the validity or enforceability of the remainder of this DNRA shall not be affected.

11.4 **Assignment.** Subject to the provisions of this DNRA, all the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties of this DNRA and their respective permitted assigns and successors except that:

11.4.1. SGNIC may assign or transfer all or part of its rights and obligations under this DNRA to any other person; and

- 11.4.2. you may not assign or transfer all or any part of your rights and obligations under this DNRA to any other person, and if attempted, this DNRA shall be rendered voidable by SGNIC. Any attempt by your creditors to obtain an interest in your right under this DNRA howsoever shall render this DNRA voidable by SGNIC.
- 11.5 **Entire Agreement.** This DNRA (including the Reference Documents), and as amended by SGNIC from time to time, constitutes the entire agreement between SGNIC and yourself and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this agreement except as expressly set out in this DNRA.
- 11.6 **Remedies Cumulative.** No right or remedy conferred upon or reserved by the parties to this DNRA is intended to be, nor shall be deemed, exclusive of any other right or remedy provided or permitted by law or equity, but shall each be cumulative of every right or remedy.
- 11.7 **Governing Law.** This DNRA (including the Reference Documents) will be governed by and interpreted in accordance with the laws of Singapore. The Parties to this DNRA hereby submit to the non-exclusive jurisdiction of the Singapore Courts.
- 11.8 **Force Majeure.** Neither Party to this DNRA shall be deemed to be in default for any delay or failure to perform any of its obligations under this DNRA resulting from causes beyond its reasonable control. A party shall notify the other party promptly of any such circumstances delaying its performance such affected obligation and shall resume performance as soon as reasonably practicable.
- 11.9 **Third parties.** A person who is not a party to this DNRA has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this DNRA except and to the extent (if any) where this DNRA provides that such third parties have the rights to enforce this DNRA.
- 11.10 **Headings.** Headings to the Clauses in this DNRA are for the purpose of information and identification only and shall not be construed as forming part of this DNRA.

ANNEX

Change of Registrar of Record

You may change your Registrar of Record (“Outgoing Registrar”) to another Registrar (“Incoming Registrar”) in accordance with provisions of the DNRA and shall also comply with the following provisions:

- (a) You shall obtain from the Outgoing Registrar the password to the registered Domain Name(s) which you wish to transfer out to the Incoming Registrar. The Outgoing Registrar is expected to furnish you with the password within three (3) working days after you have notified it of your intention.
- (b) Next, you must send in the change Registrar request through your Incoming Registrar with the following information:
 - i. the Domain Names under the Outgoing Registrar which are to be transferred;
 - ii. the password(s) received from the Outgoing Registrar in connection with those Domain Names; and
 - iii. the identity and business contact information of yourself and your administrative, billing and technical contacts.

This step should be carried out before the Expiry Date of the Domain Name.

- (c) Upon receiving the transfer request from the Incoming Registrar pursuant to your request in step (b), SGNIC will send out a notification to both the Incoming Registrar and the Outgoing Registrar. Within seven (7) days of the notification (“7 Days Period”), for verification purpose, the Incoming Registrar shall obtain express authorisation from you regarding the requested change of Registrar. Such express authorisation may be presented to the Outgoing Registrar upon request.
- (d) The change of Registrar shall be deemed approved and completed either where the Outgoing Registrar gives its express concurrence or fails to respond to SGNIC within the 7 Days Period, in which case the SRS will automatically approve the transfer at the close of the 7 Days Period. The Outgoing Registrar may reject the change request, stating reasons for rejection. Some valid reasons, without limitation, are where there have been disputes under the SDRP, where there have been disputes over the identity of the Registrant, where you owe fees to the Outgoing Registrar, and where your change request has not been made in accordance with the provisions of the DNRA.