Registration Policies, Procedures and Guidelines ("RPPG")

SGNIC RPPG
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SGNIC REGISTRATION POLICIES, PROCEDURES AND GUIDELINES

Singapore Network Information Centre (SGNIC) Private Limited is the national registry of .sg domain names in Singapore. As the registry, SGNIC operates and controls the .sg top-level Internet domain name system and administers the registration of (a) third-level domain names under the second-levels of .com, .org, .net, .edu, .gov and .per domains; and (b) second-level domain names under the top-level domain of .sg. ("SLDs"). SGNIC may introduce other second-level domains under .sg where appropriate.

SGNIC formulates and implements policies with regard to .sg domain name space and has the authority and capacity to enter into an agreement with any entity to manage the registration, maintenance and other operation of .sg domain names.

SGNIC has accredited a number of registrars ("accredited registrars"), for the registration and other operations such as updates, transfer, removal, renewal and reinstatement of .sg, .com.sg, .org.sg, .net.sg, .edu.sg, and .per.sg domain names. A list of SGNIC's accredited registrars is available at http://www.sgnic.sg. SGNIC may also appoint a registrar ("appointed registrar") to register and maintain certain .sg domain names (e.g. .gov.sg domain names). In this document, references to registrars include accredited registrars (and their resellers and agents), as well as appointed registrars.

This document sets out the Registration Policies, Procedures and Guidelines relating to .sg domain names in Singapore as currently applied by SGNIC including .sg domain names which contain non-Latin characters (an "Internationalized Domain Name" or "IDN") and the different versions of the same IDN associated with it ("Variants"). In this document, where a domain name is an IDN, a reference to "domain name" includes a reference to the Variants of that IDN. This document (as may be amended from time to time by SGNIC) shall apply to both registrars and registrants and should be read in conjunction with any other relevant agreements between these respective parties and SGNIC. The most current version of this RPPG document may be found at the SGNIC website, http://www.sgnic.sg.

1.   Composition of Domain Names

1.1   A typical .sg domain name may be in the form <domain name>.sg (in the case of SLDs) or <domain name>.<type>.sg, as the case may be.

1.2   The domain name must contain a string of minimum one character and can contain a maximum of sixty-three characters, without the relevant .sg suffix. These characters may be non-Latin characters but must be of the type and nature accepted by SGNIC at the time of registration of the domain name in question.

1.3   The following may be included in a domain name:

1.3.1   Letters "a" through "z". The domain names are not case sensitive. Hence, there will be no distinction made between upper case letters and lower case letters (ie. "A" is treated as "a" and vice versa);

1.3.2   The numerals 0, 1, 2, 3, 4, 5, 6, 7, 8, and/or 9;

1.3.3   The hyphen character, which is the only non-alphanumeric character allowed in a domain name, provided it is not the beginning or ending character of a domain name, or in the third and/or fourth position of a domain name; and

1.3.4   Non-Latin characters of the type that may from time to time be accepted by SGNIC. Information on the current type of non-Latin characters accepted by SGNIC may be found at the SGNIC website, http://www.sgnic.sg.

2.   Reserved Domain Names

2.1   <u>Names other than .per.sg</u>

2.1.1   The following is a list of domain names which shall not be registered ("reserved names") unless SGNIC agrees otherwise in its sole and absolute discretion:

(a)   Names which contain words such as "Singapore", "Singapura", "Singapore Government", "Government" or "President" and variations thereof or any other words or non-Latin characters (or a combination of such non-Latin characters) that might suggest a link to the Government ;

(b)   Names which contain "SGNIC", "NIC" and variations thereof;

(c)   Names which are or contain words or references which are obscene, scandalous, indecent or contrary to law or morality in any language;

(d)   Names which are geographical names or names of countries (e.g. Singapore, Malaysia, Japan, etc.) in any language;

(e)   Names (either on their own or in combination with other characters) of existing generic top-level domain names (gTLDs) (i.e. .com, .org, .net, .edu, .gov, .per, .aero, .coop, .biz, .info, .museum, .name and .pro) and any other gTLDs created or to be created by ICANN in the future;

(f)   Names such as "www", "http", "https" or "http-www";

(g)   Names which are similar or identical to domain names registered under other domain name space and which SGNIC deems undesirable; and

(h)   Names which in SGNIC's sole and absolute opinion, are undesirable or unsuitable for registration.

In addition to the reserved names listed under (a) to (h) above, SGNIC may reserve additional names from time to time if the reservation of such names is deemed necessary or desirable by SGNIC.

2.1.2 In general, SGNIC reserves the two-letter country codes listed in ISO 3166 for registration as second and third-level domain names. However, if a registrant can demonstrate to SGNIC's satisfaction that there are strong justifications for its use of the reserved two-letter country code, for example, the two-letter code is the same as the acronym of his products/services or of his business/company name and that the registrant has been registering the same acronym in other domain spaces, SGNIC will consider the registration of such names, provided the registration does not contravene any of the provisions of the Registrant Agreement.

3. Categories and Eligibility Criteria for .SG Domain Names

3.1 <u>Open Domain Names</u>

SGNIC accepts registrations of domain names under the top-level of .sg and open second-level domain names of com.sg, org.sg, net.sg, edu.sg and per.sg. through the registrars The eligibility criteria and guidelines for registering domain names under each category are listed below. However, SGNIC may under very limited circumstances permit the registration of a domain name by an applicant who does not meet all of the stated eligibility criteria

3.2 <u>.com.sg – for companies and businesses</u>

3.2.1 A registrant in this category must be, at the point of application, a commercial entity and registered with Accounting and Corporate Regulatory Authority (ACRA), International Enterprise Singapore (IE Singapore) or any professional bodies.

3.2.2 The registrant is required to furnish relevant documents from ACRA or IE Singapore or any other professional body to show that the entity is registered in Singapore and is currently active.

3.2.3 A commercial entity, which is awaiting a decision from ACRA or IE Singapore on its application, may apply for the registration of a domain name by producing the receipt for ACRA or IE Singapore or any other professional bodies' application. SGNIC may grant provisional approval for such application until the entity has obtained approval for registration from ACRA or IE Singapore or any other professional bodies.

3.2.4 A unit (e.g. a division, department, section, etc.) of any organisation referred to in paragraphs 3.2.1 or 3.3.1, or any government body, may apply for the registration of a domain name provided that the organisation confirms, in writing to the registrar, the status of such unit.

3.2.5   A foreign registrant may apply for a .com.sg domain name provided that it appoints a locally registered entity as its Administrative Contact. The foreign registrant is required to submit to the registrar a duly authorised letter to confirm the appointment of the locally registered entity.

3.2.6   Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

3.3   .org.sg – for societies, charitable bodies and other organisations not classified elsewhere

3.3.1   Generally, a registrant in this category should be at the point of application, registered with Registry of Societies (ROS).

3.3.2   An organisation, which is awaiting a decision from ROS on its application, may apply for registration of a domain name, by producing the receipt for the ROS application. SGNIC may grant provisional approval for such application until the entity has obtained an approval for registration from ROS.

3.3.3   Other registrants, such as community clubs, churches, grassroot organisations, embassies, etc may apply to register domain names in this category if they are registered with ROS or if documentation from the relevant Ministries evidencing the same is provided to the registrar.

3.3.4   A unit (e.g. a division, department, section, etc.) of any organisation referred to in paragraphs 3.2.1 or 3.3.1, or any government body, may apply for the registration of a domain name provided that the organisation confirms, in writing to the registrar, the status of such unit.

3.3.5   Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

3.4   .net.sg – for service providers and operators of info-comm networks and/or data storage facilities

3.4.1   A registrant in this category must be at the point of application, satisfy the requirements stipulated at paragraph 3.2.1 and be principally in the business of (1) operating info-comm networks or providing info-comm services; and/or (2) providing data storage facilities or hosting services. Examples of such eligible registrants include holders of IDA licenses as listed on SGNIC's webpage under ".SG Domains", operators of data centres, web hosting service providers, providers of dedicated connectivity services and operators of value added networks.

3.4.2   Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

3.5   .edu.sg – for educational institutions

3.5.1   A registrant in this category should at the point of application, be an educational institution registered with the Ministry of Education (MOE) and documentation from MOE evidencing the same has to be provided to the registrar or if not registered with MOE, conducts on-going and systematic courses or training where such courses or training:

(a)   lead to certification/qualification recognized by a relevant government authority or institution in Singapore; or

(b)   receive support (e.g. funding, endorsement, validation, etc) of a relevant government authority or institution in Singapore

3.5.2   Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

3.6   .gov.sg – government departments/agencies

3.6.1   Unlike the other categories, a registrant in this category is required to submit an application to the registrar appointed by SGNIC for this purpose.

3.6.2   The registrant in this category is one that forms part of the Government of Singapore. Government Ministries in Singapore may apply under this category. Statutory boards and other government agencies may also apply for this category.

3.6.3   Government bodies which register their names in the .gov.sg suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in other suffixes.

3.7   .per.sg – for individuals

3.7.1   A registrant in this category must be either a Singapore citizen or a permanent resident aged 18 years and above.

3.7.2   Parents or legal guardians above the age of 18 years may apply on behalf of a registrant who is below 18 years of age.

3.7.3   In the event that the application mentioned in paragraph 3.7.2 is approved, the domain name and the rights to the use the domain name must be transferred to the child once he or she attains the age of 18. No transfer under any other circumstances is allowed.

3.7.4   A .per.sg domain name website may be used to carry out commercial activities for so long as it complies with any guidelines that SGNIC

may from time to time issue in relation to the activities of .per.sg domain name websites.

3.8 <u>.sg – for all</u>

    3.8.1   A foreign registrant may register a domain name in this category provided that it appoints a local agent having a valid Singapore postal address as the Administrative Contact.

4.   WHOIS Database

4.1   SGNIC maintains a public query-based access through a directory look up system connected to a searchable database, which contains the information of the domain name.

4.2   The following information is displayed on the WHOIS database:

    4.2.1   The domain name.

    4.2.2   Creation Date and the Expiry Date.

    4.2.3   Status of the domain name – the active/deleted/suspended status.

    4.2.4   Registrant Contact - the registrant organisation.

    4.2.5   Registrar Contact - the registrar's name.

    4.2.6   Administrative Contact - the administrative contact organisation name.

    4.2.7   Billing Contact - the billing contact organisation name.

    4.2.8   Technical Contact - the technical contact organisation name and email address.

    4.2.9   Nameservers - the primary and secondary hostnames and corresponding IP addresses.

4.3   The information listed in paragraphs 4.2.1 to 4.2.9 is mandatory for a domain name registration. SGNIC may for technical reasons or in compliance with any legal obligation or requirement, as determined by SGNIC at its sole discretion, disclose to any third party upon application to it information in its possession relating to any registrant whether referred to in its WHOIS record or otherwise.

5.   Application for Registration of Domain Names

5.1   All applications for the registration of a domain name must be made in the form and manner prescribed by SGNIC from time to time.

5.2   The applicant is required to submit an online application to the registrar.

5.3   SGNIC may in exceptional cases and at its sole discretion provide registration or other services relating to a .sg domain name directly to an applicant.

5.4 Registrants in all categories must comply with all policies, rules and procedures of SGNIC in respect of registration. SGNIC may amend such policies, rules and procedures from time to time.

5.5 Domain names are allocated on a "first-come-first-served" basis (as determined by reference to the time at which a completed application is received by SGNIC), provided the information submitted is complete and all necessary documents are submitted at the time of registration and all procedures relating to the application have been complied with. A later but complete application will have priority over an earlier but incomplete or non-compliant application.

6. Rejection of Application or Registration of Domain Names

6.1 In addition to the reserved names as stated in paragraph 2, SGNIC retains the ultimate discretion to reject or refuse any .sg domain name sought to be registered by an applicant. Registrars shall seek SGNIC's approval when registering domain names in all suffixes regardless of whether in Latin or non-Latin characters, where the domain name:

6.1.1 is the full or abbreviated name or an acronym of a ministry, statutory board or government agency of Singapore (or variations thereof); or

6.1.2 may be contrary to public interest or order, national harmony, or offend good taste or decency, religious beliefs or any other social objectives.

6.2 Registrars shall refer to SGNIC when in doubt of registering any domain names.

6.3 SGNIC may cancel or suspend a registration, accepted by a registrar, which SGNIC in its sole and absolute discretion determines to not be in conformity with SGNIC's policies, procedures and guidelines for registration.

6.4 Each of the registrant and registrar agrees that SGNIC shall not be liable for any loss or damages or expenses arising out of SGNIC's rejection of the application or registration, or cancellation or suspension of the domain name.

7. Effects of Registration of Domain Names

7.1 The registrant has the right to use the domain name but does not own the domain name nor does the registrant have the right to own it. As such, the registrant generally does not have the right to sell or transfer the domain name to any party whether for profit or otherwise.

7.2 SGNIC shall not be involved in any dispute that the registrant may have with any third party. Any dispute arising from the registration and use of a domain name shall be determined in accordance with the Singapore Domain Name Dispute Resolution Policy (SDRP), which is available at http://www.nic.net.sg.

7.3 The registrant agrees that its registration of the domain name shall be subject to suspension, cancellation, transfer or being placed on hold so as to facilitate,

among other things, (1) the correction of errors made or inadvertent actions taken by any registrar or SGNIC in relation to that domain name; or (2) the resolution of disputes concerning the domain name;

7.4   The registrant acknowledges and agrees that registration of a domain name does not create any proprietary right for any registrant, registrar or any other person in:

    7.4.1   the characters or the resulting combination of the characters used as a domain name; or

    7.4.2   the domain name registration itself;

and that the entry of a domain name in the Shared Registry System (SRS) or in the WHOIS system of the SRS shall not be construed as evidence of any ownership whatsoever. The Registrant shall not in any way transfer or purport to transfer a proprietary right in any domain name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration. The registrant represents that, to the best of the registrant's knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

7.5   The registrant shall provide to his registrar complete and accurate data / information and promptly correct and update such data / information during the term of the domain name registration. Such data / information includes changes in the mailing address of a contact or changes in name server details, but does not include a change of registrant or registrar which are governed by specific procedures in paragraphs 9 (Change of Registrant) and 10 (Change of Registrar);

7.6   A registrant's provision of incomplete and inaccurate or unreliable information, its failure promptly to update information provided to the registrar, or its failure to respond for over 15 days to inquiries by the registrar concerning the accuracy of contact details associated with the registrant's registration shall constitute a material breach of the Registrant Agreement and be a basis for cancellation of the Domain Name registration.

8.   Expiry and Renewal of Domain Names

8.1   Registrants may register a domain name for an initial period of either 1 or 2 years. Upon successful registration, a domain name shall be deemed to have been registered in the name of the registrant as of the date on which such registration had been applied for, and the said registration shall expire 1 or 2 years from such date, as the case may be, and as reflected in its WHOIS record ("the Expiry Date"). All Variants of an IDN, whether or not activated (and if activated, when activated), shall expire on the Expiry Date of that IDN.

8.2   Prior to the Expiry Date, the registrant of a domain name may upon payment of the requisite fee extend its period of registration by either one or two years

beyond the then current Expiry Date and where the domain name is an IDN, the Registrant of the IDN may upon payment of the requisite fee extend the Variant or Variants for the same period as the IDN, provided always that the new expiry date of the registration if so renewed will not exceed 36 months from the date on which the renewal instruction is received by SGNIC.

8.3 The following applies in the case of domain names that are not renewed on or before the Expiry Date:

8.3.1 within the period of 30 days immediately following the Expiry Date ("the Post Expiry Grace Period"), the domain name will be suspended and will cease to resolve, but may be reactivated at SGNIC's sole discretion for a period of up to 1 hour upon the registrant's request for the purposes of carrying out administrative procedures such as but not limited to the effecting of transfers or renewal of that domain name with the same registrar. The domain name registration may be renewed upon payment of the requisite fee by the registrant if SGNIC receives a renewal instruction during this period, in which event, the new expiry date of the domain name registration will be 1 year from the date of the Expiry Date;

8.3.2 within the period of 30 days immediately following the Post Expiry Grace Period ("the Deletion Escrow Period"), the domain name will be suspended and cease to resolve, but may still be renewed for a period of 1 year upon payment of a Reinstatement Fee to SGNIC which is in addition to the Renewal Fee. In such event, the new expiry date of the domain name registration will be 1 year from the date on which SGNIC receives the renewal instruction.

8.3.3 beyond the period stated in sub-paragraph 8.3.2 above, the domain name record will be purged from the SRS and become available for registration by any qualifying member of the public.

8.4 A domain name which is in the "Pending Transfer" status (as designated in its WHOIS records) may not be renewed until after the transfer is agreed, cancelled or rejected.

9. Change (Transfer) of Registrant

9.1 Where the Current Registrant (Transferor Registrant) and New Registrant (Transferee Applicant) Belong to the Same Registrar:

9.1.1 The registrar shall, before initiating the transfer, obtain appropriate authorisation for the transfer such as a bilateral agreement between the parties.

9.1.2 The transferee applicant must agree to be bound by the Registrant Agreement in order to apply to have a domain name registration transferred to it.

9.1.3   The transferee applicant must submit the transfer request to the registrar, indicating the domain name and the transferor registrant's password for verification.

9.1.4   Upon receiving the request from the transferee applicant, the registrar will send an email to the transferor registrant, copying and/or notifying the transferee applicant.

9.1.5   The transferor registrant is given seven (7) days from the time and date of the registrar's email to:

   a)   confirm and approve the transfer request; or

   b)   reject the transfer request and give the reason for disputing the authorisation referred to in paragraph 9.1.1 above.

9.1.6   Where the transferor registrant does not respond to the transfer request within the seven (7) days, the registrar shall not proceed with the transfer and the request shall be rejected.

9.2   Where the Transferor Registrant and Transferee Applicant Belong to Different Registrars:

9.2.1   Both the transferor registrar and the transferee registrar shall, before initiating the transfer, obtain appropriate authorisation of the transfer such as a bilateral agreement between the parties;

9.2.2   The transferor registrar should provide the password of the domain name to the transferor registrant within three (3) working days. The transferor registrant shall pass the password to the transferee applicant.

9.2.3   The transferee applicant is required to send a transfer request to its registrar indicating:

   a)   the domain name;

   b)   the password of the domain name;

   c)   the name of the transferor registrant; and

   d)   the transferor registrar.

9.2.4   Upon receiving the transfer request from the transferee applicant, the transferee registrar will submit the request to the transferor registrar via the SRS. The transferor registrar shall then notify the transferor registrant.

9.2.5   Upon receiving the transfer request from the transferee registrar, the SRS will:

   a)   send an email to both registrars; and

   b)   mark the registration in SGNIC's WHOIS database as pending the transfer.

9.2.6   The transfer shall be completed if either:

a)   The transferor registrar expressly approves the request, or

b)   No response was received from the transferor registrar within seven (7) days from the date and time of SRS's notification to the registrars. In this case, the request shall be taken as validated and approved. The transferee registrar shall inform all parties concerned.

9.2.7   The transferor registrant can within seven (7) days expressly reject the transfer and give the reason for rejecting the transfer.

9.2.8   In the event that both the transferor registrant and transferee applicant agree to change to a common registrar, the procedures in paragraph 10.1 may be applied. The transferee applicant may thereafter proceed to initiate the transfer of the domain name from the transferor registrant in accordance with paragraph 9.1.

9.2.9   The procedure set forth in this paragraph 9.2 does not apply unless the subject domain name is in the "Active" status as reflected in its WHOIS records. During the Post Expiry Grace Period or Deletion Escrow Period (as defined in paragraph 9), the Registrar of record must first reactivate the domain name (but shall not be obliged to do so) upon the request of the Registrant, so that it will be in the "Active" status for the purposes of effecting the transfer.

10.   Change (Transfer) of Registrar

10.1   At Registrant's Request

10.1.1   The registrant of a domain name which is in the "Active" status as reflected in its WHOIS records may at any time beyond the expiry of the New Registration Deletion Grace Period (defined in paragraph 15) change its registrar, provided registrant continues to fulfil its obligations under the Agreement with its current (losing) registrar and it complies with the procedure herein. During the Post Expiry Grace Period or Deletion Escrow Period (as defined in paragraph 8.3.2), the Registrar of record must first reactivate the domain name (but shall not be obliged to do so) upon the request of the Registrant, so that it will be in the "Active" status for the purposes of effecting the transfer.

10.1.2   To change its registrar of record for a domain name registration, the registrant must first select a new (winning) registrar accredited by SGNIC.

10.1.3   The losing registrar should issue the password to the registrant within three (3) working days of registrant's notice of changing registrar.

10.1.4   The registrant must require the new (winning) registrar to submit a transfer request to the current (losing) registrar via SRS.   The registrant should provide:

a) the domain name;

b) the password of the domain name obtained from losing registrar,

c) the registrant's contact information; and

d) the registrant's Administrative Contact, Billing Contact and Technical Contact.

10.1.5 Registrants are advised to pass the information listed in paragraph 10.1.4 (a) to (d) to the new (winning) registrar at least seven (7) days before the expiry date of their domain names.

10.1.6 Upon receiving the transfer request from the winning registrar, SRS will:

a) send an email to both registrars and

b) mark the registration in SGNIC's WHOIS database as pending the transfer.

10.1.7 Within seven (7) days from the date and time of SRS's email notification to the registrars, the winning registrar shall obtain express authorisation from the registrant (as reflected in the database of the losing registrar). The form of the authorisation is at the discretion of each winning registrar. The winning registrar shall retain a record of the reliable evidence of the authorisation.

10.1.8 Within seven (7) days from the date and time of SRS's email notification to the registrars, the losing registrar may object to the transfer request. It shall notify the prospective (winning) registrar that the request was not accepted and the reason for the objection. Instances where the requested change of the winning registrar may be objected to include, but are not limited to:

a) Situations described in the Singapore Domain Name Dispute Resolution Policy (SDRP).

b) Pending bankruptcy of the registrant.

c) Dispute over the identity of the registrant.

d) Domain name registration is still within the New Registration Deletion Grace Period (as defined in paragraph 15) during which registrar transfer is not allowed.

10.1.9 The transfer shall be completed if either:

a) The losing registrar expressly approves the request, or

b) No response was received from the losing registrar within seven (7) days from the date and time of SRS's notification to the registrars. In this case, the request shall be taken as validated and be approved.

10.1.10 When SGNIC's database has been updated to reflect the change to the winning registrar, SRS will send an email notification to both registrars.

10.1.11 SGNIC's approval of the transfer constitutes a representation by the winning registrar that it:

a) has obtained the necessary authorisation from the registrant listed in the database of the losing registrar; and

b) will provide the losing registrar a copy of the authorisation, if and when requested.

10.1.12 The losing registrar may only require the registrant to settle any outstanding payment in connection with the service provided and shall not prevent the registrant from moving to another registrar. Any administrative fee, if levied by the losing registrar for the transfer, shall be subject to SGNIC's approval.

10.2 At Registrar's Request

10.2.1 A registrar shall transfer the domain name registrations to other SGNIC accredited registrars within thirty (30) days, if it ceases to be an accredited registrar due to suspension or termination of accreditation status.

10.2.2 Under these circumstances, the registrar shall immediately give notice to its registrants to inform them of the status. The registrar shall cooperate with and render whatever assistance that is required by other accredited registrars to ensure that they take over its registrants who have not changed to a registrar of their choice.

10.2.3 SGNIC may also post notice of such suspension or termination on its website and where appropriate, give notice to the registrants of the registrar concerned.

10.2.4 Each registrant shall be responsible for changing its registrar of record to a new SGNIC accredited registrar within thirty (30) days of the earlier notice given to the registrant by either the registrar or SGNIC; provided, however, that if any of the registrant's domain name registration(s) is scheduled to expire within thirty (30) days of the given notice, the registrant shall have additional thirty (30) days to transfer to a new registrar.

10.2.5 The registrant shall inform SGNIC of the new registrar it is transferring its domain name registration(s) to. SGNIC will approve the transfer.

10.2.6 The out-going registrar shall not charge the registrant any fee for the transfer of the registered domain name to another registrar.

11. Transfer of Accreditation to a New or Different Entity

11.1 An accredited registrar shall seek prior written approval from SGNIC pursuant to the Registrar Accreditation Agreement before it can transfer its accreditation to a new or different entity.

11.2 In any event, such new or different entity, if it is not already an accredited registrar of SGNIC, shall apply to SGNIC for the accreditation as SGNIC registrar.

12. Suspension and Deletion of Domain Names

12.1 A domain name may be suspended or deleted by the registrar or SGNIC if the registrant has breached any of SGNIC's guidelines or agreements it has entered into with the registrar and/or SGNIC even if that domain name is not the subject of or directly connected with (1) the registrant's breach, or (2) any dispute resolution under the SDRP.

12.2 SGNIC may delete or suspend a domain name (1) in compliance with any order of court, or (2) if it receives notice from any government or regulatory authority (including without limitation the Police) that the website referenced by the domain name is in breach of any laws, directives, guidelines, codes of practice or regulations issued by any government or regulatory authority, (3) where the domain name is otherwise used for or in connection with illegal or undesirable activities, (4) where the domain name is used in a manner that results in a threat to the security and stability of the internet, or (5) where the domain name has been used in such manner so as to cause nuisance to internet users or any registrar.

12.3 SGNIC may take over the provision of any Registrar Services relating to any domain name upon any breach by Registrar of its obligations to SGNIC in connection therewith.

12.4 Where the domain name being suspended or deleted is an IDN or a Variant, the deletion or suspension of that IDN or that Variant shall result in:

12.4.1 The deletion or suspension of all the Variants associated with that IDN where the domain name in question is an IDN; or

12.4.2 The deletion or suspension of all other Variants associated with that Variant and the original IDN itself where the domain name in question is a Variant.

13. Dispute Resolution

13.1 Registrants of domain names with SGNIC are subject to the policy and procedures of the Singapore Domain Name Dispute Resolution Policy (SDRP).

13.2   SGNIC and registrars shall implement a decision of an Administrative Panel established under the SDRP in accordance with the SDRP. The Panel's decision shall be implemented as follows:

13.2.1   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 panel's decision).

13.2.2   The SDRP secretariat and the existing Registrar of the domain name will be informed accordingly once the domain name is purged.

13.2.3   SGNIC will reserve the disputed domain name for the Complainant for thirty (30) days beginning from the implementation date.

13.2.4   The Complainant is required to register the disputed domain name with a Registrar of the Complainant's choice within the period of thirty (30) days beginning from the implementation date.

13.2.5   If the Complainant fails to register the disputed domain name within the period of thirty (30) days beginning from the implementation date, the domain name will be made available for registration by any person on a first-come-first served basis.

13.3   Under Court Order

13.3.1   In the event that SGNIC is ordered by a court of law in Singapore to transfer a domain name, the court's order shall be implemented as follows:

a)   The domain name will be purged from SGNIC's database on the receipt of the court order (the implementation date).

b)   The Registrant of the domain name, its Registrar and the Complainant 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 is required to register the disputed domain name with a Registrar of the Complainant's choice within the period of thirty (30) days beginning from the implementation date.

e)   If the Complainant fails to register the disputed domain name within the period of thirty (30) days beginning from the implementation date, the domain name will be made available for registration by any person on a first-come-first served basis.

13.4   Charges relating to a domain registration would not be refunded to the registrar if the registration is deleted under SDRP or by order of court to do so.

14.   Fees

14.1   The fees and charges related to the accreditation of registrars and registration of domain names with SGNIC are shown in Annex 1. All fees and charges are exclusive of Goods and Services Tax (GST), which Registrar shall bear. If Registrar is required under any law, regulation or other government order to deduct or withhold any sum as taxes, levies, duties or any other fee imposed on any amount payable to SGNIC pursuant to this Agreement, the amount payable to SGNIC must be increased by such amount necessary to ensure that SGNIC will receive a net amount equal to the amount which SGNIC would have received in the absence of any such deduction or withholding.

14.2   Within the first fourteen (14) days following the submission of an application to register a new domain name to SGNIC ("the New Registration Deletion Grace Period"), charges relating to such application (and any renewals of the registration thereof filed within this period) may be refunded at SGNIC's sole discretion to the registrar upon the registrar's request to SGNIC, provided that such domain name registration is deleted before the expiry of the said New Registration Deletion Grace Period. All fees and charges payable to SGNIC are otherwise non-refundable.

14.3   SGNIC reserves the right to introduce additional charges or amend its fees and charges from time to time by giving thirty (30) days' email notification to the registrars and by posting the changes on SGNIC website thirty (30) days before they are effected.

14.4   All fees and charges in connection with the registration of a domain name shall be payable by the registrar thereof to SGNIC. SGNIC may but shall not be obliged to deduct such fees against the balance of the registrar's funds held in the SGNIC Deposit Account.

15.   General Terms

15.1   SGNIC shall have the right to amend the Registrant Agreement, this RPPG from time to time upon thirty (30) days' notice of these amendments by posting the same on SGNIC website at http://www.nic.net.sg. The Registrant Agreement, RPPG (as the case may be) shall be deemed amended upon the expiry of such notice period and shall be binding and effective as against the registrars and registrants.

15.2   Save only in respect of liability for death or personal injury arising on account of negligence, SGNIC's aggregate liability to a registrant, related to and in connection with this RPPG, whether for liability in contract, tort or otherwise, shall be limited to the amount of S$500 or the total registration fee or activation fee of the affected domain name whichever is lesser. Under no circumstances, whether as a result of breach of contract, tort liability (including negligence) or otherwise, shall SGNIC or its directors, officers, employees, agents and representatives be liable to the registrant for any special, indirect, incidental, exemplary, punitive or consequential damages or for loss or damage resulting

from loss of use, lost business revenue, lost profits or third party damages arising out of and in connection with this RPPG howsoever arising.

15.3   This RPPG is governed by and shall be interpreted in accordance with the laws of the Republic of Singapore.

SCHEDULE OF FEES

All the following fees and charges are exclusive of Goods and Services Tax (GST) and are in Singapore currency.

Fee	Description	Amount (S$)
FEES/CHARGES RELATED TO ACCREDITATION		
Application Fee for Accreditation	A non-refundable fee payable by each applicant on or prior to submission of the application for accreditation.	S$1,000
Accreditation Fee	A fee payable by each registrar upon accreditation.	S$4,500 for 3 years
Renewal Fee for Accreditation	A fee payable by each registrar prior to the renewal of accreditation.	S$4,500 for 3 years
Initial Deposit with SGNIC	A deposit payable by each registrar. This amount will be placed in the deposit account designated for use by SGNIC to receive prepayments from registrar.	S$3,000
Performance Bond	A banker's guarantee in the amount specified herein may be required by SGNIC for Singapore registered business entities (including a branch registered in Singapore of an overseas corporation) in accordance with Schedule 5 to the Registrar Accreditation Agreement.	S$30,000
REGISTRATION/RENEWAL/REINSTATEMENT FEES		
Registration Fee	A fee payable by a registrar upon the approval of an application to register a domain name.	S$15 per year for .per.sg domain name S$30 per year for other .sg domain name

Fee	Description	Amount (S$)
Renewal Fee	A fee payable by a registrar on or before the scheduled expiry of a domain name registration.	S$15 per year for .per.sg domain name S$30 per year for other .sg domain name
Reinstatement Fee	A fee payable by registrar (in addition to the applicable automatic renewal fee) if a renewal request by the registrar is processed during the thirty (30) days period of suspension after the scheduled expiry period for a domain name registration. Upon reinstatement and renewal, the new expiry date is 1 year from the date of reinstatement.	S$15 per domain name

Note:

All fees and charges are exclusive of Goods and Services Tax (GST) and are in Singapore currency.