

ACCEPTABLE USE POLICY FOR REGISTRANT

1. Preamble

- a. This document forms part of the *Domain Name Registration Agreement* (the “DNRA”) between you (the “Registrant”) and SGNIC. It also sets out certain rules, general principles and procedural steps governing how you may and may not use, or permit for use, the registered Domain Name.
- b. Capitalised words used in this document when not defined shall have the same meaning as set out in the DNRA (whose latest version is also available at SGNIC’s official website <http://www.sgnic.sg/>).

2. Your Acknowledgements

You acknowledge and agree that:

- a. SGNIC in setting out this Acceptable Use Policy for Registrant (“AUPT”) for your compliance is in no way authorising you to use the registered Domain Name in any manner;
- b. Due to the rapidly changing nature of the Internet, SGNIC when enforcing the terms in the DNRA, shall have sole and absolute discretion interpreting rules, principles, procedural steps and requirements set out in this AUPT; and
- c. You shall be wholly responsible for the use and operation of any third, fourth or further sub-level domain to any of your registered Domain Names and shall ensure that the use and operation of each such sub-level domain is conducted in compliance with the DNRA and in particular, this AUPT.

3. Prohibitions

- a. **Undesirable Content.** You may not resolve the Domain Name to any universal resource locator that has one or more links to undesirable content.
- b. **Illegal Activities.** You may not use, or permit the use of, the registered Domain Name to further any illegal or wrongful activities and objects. In considering whether an object or activity is illegal or wrongful, SGNIC may have regard to the laws of Singapore and may also disregard entirely the geographical location(s) where the wrongful activities and/or the effects of such activities (whether intended or not) take place or are felt.
- c. **Undesirable Activities.** You may not use, or permit use of, the registered Domain Name to further any undesirable activities or objects. Undesirable activities or objects may or may not be illegal in Singapore and shall in this context include (without limitation):
 - i. Phishing – The use of counterfeit web pages that are designed to trick users of the Internet into divulging sensitive data such as usernames, passwords, or financial data;
 - ii. Pharming – The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;
 - iii. Botnet command and control – Services running on a domain name that are used to control a collection of compromised computers or “zombies” or to conduct Direct Denial of Service attacks (“DDoS attacks”);
 - iv. Distribution of malware – The dissemination of software designed to infiltrate or damage a computer system without the owner’s consent. Examples include, without limitation, computer viruses, worms, key loggers, and Trojan horses;

- v. Fast flux hosting – Use of fast-flux techniques to disguise the location of websites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities;
- vi. Wildcarding – Use of wildcarding or using redirection within the DNS on names similar to the second-level extensions which SGNIC is offering
- vii. Acts which otherwise threaten the security and stability of the Internet; and
- viii. Acts which in SGNIC's sole and absolute opinion are objectionable or undesirable.

4. **Warranties**

You represent, warrant and undertake to SGNIC that at the time of the application for the Domain Name, and at all times thereafter:

- a. the Domain Name applied for (i) does not infringe any registered trade mark in Singapore nor will it give rise to a cause of action in passing off; (ii) is not identical to or confusingly similar with either a registered trade mark, company or business name in Singapore; and (iii) does not infringe the rights of any third parties in relation to any applicable treaties or international agreements;
- b. the warranties provided in the RoR remain valid and in effect;
- c. the use of the Domain Name applied for shall only be for your own use and shall be for lawful purposes and you will not allow another party to use the Domain Name, whether for profit or otherwise and will not deal with the Domain Name in any manner whatsoever; and
- d. in particular and without prejudice to the generality of the foregoing, where you have registered a second-level Domain Name under the top-level domain of .sg, you will not, whether directly or indirectly, and whether for profit or otherwise, without the prior written consent of SGNIC create, operate, lend, lease, license, register, assign, transfer or otherwise deal in any sub-domains or otherwise permit the use thereof by, on behalf of, or for the benefit of any third party. Your attention is drawn to Clause 5.1 of the DNRA (No Proprietary Right) and it is reiterated that, unless otherwise permitted in this document or the DNRA, you shall not have any right to sell, trade, assign or otherwise deal with the Domain Name Registration.