

Domain Name Dispute Resolution Policy for .hk and .香港 domain names

Rules of Procedure

[Effective 22 Feb 2011]

Arbitration proceedings for the resolution of disputes under the Domain Name Dispute Resolution Policy shall be governed by these Rules of Procedure, the Supplemental Rules of the Provider administering the proceedings, and the Arbitration Ordinance (Chapter 341) (see <http://www.justice.gov.hk/Home.htm> for details of the Arbitration Ordinance) including any statutory modification thereof for the time being in force.

1. DEFINITIONS

In these Rules:

Arbitration Panel means an arbitration panel appointed by a Provider to decide a Complaint concerning a Domain Name registration.

Business Days means normal working days in Hong Kong, excluding weekends and bank and public holidays and days during which a black rainstorm and Typhoon signal number 8 or above is hoisted.

Complaint means a Complaint referred to in Paragraph 3 of these Rules of Procedure.

Complainant means the Party initiating a Complaint concerning a Domain Name registration.

DNDRP means the HKIRC Domain Name Dispute Resolution Policy, which is incorporated by reference and made a part of the Registration Agreement between a Registrant and a Registrar.

Domain Name means any Domain Name under the .hk or .香港 country code top level domains.

Domain Name Category has the meaning given in the Registration Policies.

HKIRC means the Hong Kong Internet Registration Corporation Limited.

Panelist means an individual member of an Arbitration Panel appointed by a Provider.

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Party means a Complainant or a Respondent.

Provider means a Domain Name arbitration dispute-resolution service provider approved by HKIRC. A list of approved providers is available [here](#).

Registrant means a holder of a Domain Name registration.

Registrar means a person with which the Respondent has registered a Domain Name that is the subject of a complaint.

Registration Agreement means the mandatory provisions specified by the HKIRC, between the Registrar and the Registrant in respect of a Domain Name.

Registration Policies means the [Registration Policies, Procedures and Guidelines](#) as issued by HKIRC and amended from time to time.

Respondent means the registered holder of a Domain Name against whom a Complaint is initiated.

Response means a Response referred to in Paragraph 5 of these Rules of Procedure.

Reverse Domain Name Hijacking means using the DNDRP in bad faith to attempt to deprive a Respondent of a Domain Name.

Rules of Procedure means these Domain Name Dispute Resolution Policy for .hk and .香港 domain names Rules of Procedure.

Supplemental Rules means the Supplemental Rules adopted by the Provider administering a Domain Name arbitration proceeding. The Supplemental Rules shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Arbitration Panel, and the form of cover sheets, among other matters. In the event that there is a conflict between the DNDRP and the Rules of Procedure on one hand, and the Supplemental Rules on the other hand, the DNDRP and the Rules of Procedure shall prevail.

Written Notice means hardcopy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the respondent that a complaint has been filed against it, and which shall state that the Provider has electronically

transmitted the complaint including any annexes to the Respondent by the means specified herein. Written notice does not include a hardcopy of the complaint itself or of any annexes.

2. Communications

(a) When forwarding a Complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to the Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending Written Notice of the Complaint to all postal-mail and facsimile addresses (A) shown in the Domain Name's registration data through HKIRC's WHOIS function at www.hkirc.hk for the registered Domain Name holder, the technical contact, and the administrative contact and/or (B) supplied by Registrar to the Provider the technical contact, administrative contact and billing contact information if any of them is not provided on HKIRC's WHOIS function for the purposes of achieving actual notice to the Respondent;

(ii) sending the Complaint in electronic form (including annexes to the extent available in that form) by email to:

(A) the email addresses for those technical, administrative, and billing contacts of the Respondent;

(B) `postmaster@`;

(C) if the Domain Name (or "www." followed by the Domain Name) resolves to an active web page (other than a generic page the Provider concludes is maintained by HKIRC, the Registrar or an internet service provider for parking domain names registered by multiple domain name holders), any email address shown or email links on that web page; or

(iii) sending the Complaint, including any annexes, to any address the Respondent has notified to the Provider in writing at which it prefers to receive communications and, to the extent practicable, to all other email addresses provided to the Provider by Complainant under Paragraph 3(b)(v).

(b) Except as provided in Paragraph 2(a), any written communication to the Complainant or Respondent provided under these Rules of Procedure shall be made electronically via the Internet (a record of its transmission being available), or by any reasonably requested preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)).

(c) Any communication to the Provider or an Arbitration Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11 of these Rules of Procedure. Email communications should, if practicable, be sent in plain text.

(e) Either Party may update its contact details by notifying the Provider and in the case of the Respondent, the Registrar.

(f) Except as otherwise provided in these Rules of Procedure, or decided by an Arbitration Panel, all communications provided for under these Rules of Procedure shall be deemed to have been made:

(i) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or

(ii) if by postal or courier service, on the date marked on the receipt; or

(iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable

(g) Except as otherwise provided in these Rules of Procedure, all time periods calculated under these Rules of Procedure to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f) above.

(h) Any communication by:

- (i) an Arbitration Panel to any Party shall be copied to the Provider and to the other Party;
- (ii) the Provider to any Party shall be copied to the other Party and if appropriate, to the Arbitration Panel; and
- (iii) a Party shall be copied to the other Party, the Arbitration Panel and the Provider, as the case may be.

(i) It shall be the responsibility of the sender of a communication to retain records of the fact and circumstances of the sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i).

(j) In the event a sender sends a communication and receives notification of non-delivery of the communication, the sender shall promptly notify the Arbitration Panel, the Provider and the relevant parties of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Arbitration Panel, or if no Arbitration Panel is yet appointed, the Provider.

3. The Complaint

(a) Any person or entity may initiate an arbitration proceeding by submitting a Complaint in accordance with the DNDRP and these Rules of Procedure to any Provider which such person or entity may select.

(b) The Complaint including any annexes shall be submitted in electronic form and shall:

(i) request that the Complaint be submitted to arbitration in accordance with the DNDRP and these Rules of Procedure and the Supplemental Rules of the Provider;

(ii) state the name, postal and email addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorised to act for the Complainant in the arbitration proceeding;

(iii) specify a preferred method for communications to be directed to the Complainant during the course of the arbitration proceeding (including the person to be contacted, method of communication, and address information) for each of (A) electronic-only material and (B) other material including hard copy (where applicable);

(iv) indicate whether the Complainant elects to have the dispute decided by a single-member or a three-member Arbitration Panel and, in the event the Complainant elects a three-member Arbitration Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates must be drawn from the list of Panelists maintained by the Provider to which the Complaint is submitted);

(v) provide the name of the Respondent and all information (including any postal and email addresses and telephone and facsimile numbers) known to the Complainant regarding how to contact the Respondent or any representative of the Respondent, including contact information based on any pre-Complaint dealings, in sufficient detail to allow the Provider to send the Complaint to the Respondent or its representative as described in Paragraph 2(a) above;

(vi) specify the Domain Name which is the subject of the Complaint;

(vii) specify the trademark(s) or service mark(s) on which the Complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used. The Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future;

(viii) describe, in accordance with the DNDRP, the grounds on which the Complaint is made including, in particular,

(A) the manner in which the Domain Name in question is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

- (B) why the Respondent should be considered as having no rights or legitimate interests in respect of the Domain Name that is the subject of the Complaint; and
- (C) why the Domain Name in question should be considered as having been registered and being used in bad faith.

(The description should, for elements (B) and (C), discuss any aspects of Paragraphs 4(b), 4(c) and 4(d) of the DNDRP that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

- (ix) Specify, in accordance with the DNDRP, the remedies sought;
- (x) If relevant, identify any other legal proceedings that have been commenced or terminated in connection with or relating to the Domain Name that is the subject of the Complaint;

(xi) State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent in accordance with paragraph 2(b);

(xii) Conclude with the following statement followed by the signature (in any electronic format) of the Complainant or its authorised representative:

"The Complainant, by submitting the Complaint agrees to the settlement of the dispute, regarding the Domain Name which is the object of the Complaint by final and binding arbitration in Hong Kong in accordance with the Domain Name Dispute Resolution Policy for .hk and .香港 domain names, and Domain Name Dispute Resolution Policy for .hk and .香港 domain names Rules of Procedure and the Supplemental Rules of the Provider."

"Complainant agrees that its claims and remedies concerning the registration of the Domain Name, the dispute, or the dispute's resolution shall be solely against the domain name holder and, except in cases of fraud, waives all such claims and remedies against (a) the dispute resolution provider and the arbitration Panelist(s) hearing the dispute; (b) HKIRC or (c) the Registrar; as well as (d) the respective directors, officers, employees, and agents of the dispute resolution provider, HKIRC or the Registrar, as the case may be."

"The Complainant by submitting this Complaint agrees that the decision of the Arbitration Panel to be appointed in this matter may be made public and may be published on the website including without limitation other forms of publication of the HKIRC and/or the dispute resolution provider who shall appoint the Arbitration Panel in question."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under the Rules of Procedure and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument"; and

(xiii) Annex any documentary or other evidence, including a copy of the DNDRP applicable to the Domain Name in dispute and any trademark or service mark registration upon which the Complaint relies, together with a schedule indexing such evidence.

- (c) The Complaint may only relate to one Domain Name. However, where a Domain Name is held in a pair under Clause 5.2 of the Registration Policies, both of the Domain Names in the pair shall be subject to the Complaint and shall be handled together as part of the arbitration proceeding.

4. Notification of Complaint

- (a) The Provider selected by the Complainant shall review the Complaint for administrative compliance with the DNDRP, the Rules of Procedure and the Provider's Supplemental Rules and, if in compliance, shall forward the Complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) electronically to the Respondent and shall send Written Notice of the complaint (together with the explanatory cover sheet), in the manner prescribed by Paragraph 2(a), within three (3) Business Days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 18.
- (b) If the Provider finds the Complaint to be administratively deficient, it shall promptly, and within

three (3) Business Days, notify the Complainant of the nature of the deficiencies identified. The Complainant shall have five (5) Business Days within which to correct any such deficiencies, failing which the arbitration proceeding will be deemed withdrawn without prejudice to submission of another Complaint by the Complainant in respect of the same Domain Name. The Provider shall forward the Complaint to the Respondent (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) within three (3) Business Days of the receipt by the Provider of the Complainant's corrections of the deficiencies in its Complaint.

- (c) The date of commencement of the arbitration proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) or 2(b) as the case may be in connection with the forwarding of the Complaint to the Respondent.
- (d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s) and HKIRC of the date of commencement of the arbitration proceeding.

5. The Response

- (a) Within fifteen (15) Business Days of the date of commencement of the arbitration proceeding, the Respondent shall submit a Response to the Provider.

- (b) The Response, including any annexes, shall be submitted in electronic form and shall:

- (i) respond specifically to the statements and allegations contained in the Complaint and include any and all grounds for the Respondent to retain registration and use of the disputed Domain Name. This portion of the Response shall comply with any word or page limit set forth in the Provider's Supplemental Rules;

- (ii) provide the name, postal and email addresses, and the telephone and facsimile numbers of the Respondent and of any representative authorised to act for the Respondent in the arbitration proceeding;

- (iii) specify a preferred method for communication to be directed to the Respondent during the course of the arbitration proceeding (including the person to be contacted, method of communication, and address information) for each of (A) electronic-only material and (B) other material including hard copy (where applicable);

- (iv) if the Complainant has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

- (v) if either the Complainant or Respondent elects a three-member Panel, provide the names of three (3) candidates to serve as one of the Panelists (these candidates must be drawn from the list of Panelists maintained by the Provider to which the Complaint is submitted);

- (vi) if relevant, identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are the subject of the Complaint;

- (vii) state that a copy of the Response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b); and

- (viii) conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorised representative:

“Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, and that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under the DNDRP, the Rules of Procedure, the dispute resolution provider's Supplemental Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument”; and

- (ix) annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

- (c) If the Complainant has elected to have the dispute decided by a single-member Arbitration Panel and the Respondent elects a three-member Arbitration Panel, the Respondent shall be required to pay one-half of the applicable fee for a three-member Arbitration Panel as set forth in the Provider's

Supplemental Rules. This payment shall be made together with the submission of the Response to the Provider. In the event that the required payment is not made in such manner, the dispute shall be decided by a single-member Arbitration Panel.

- (d) At the request of the Respondent, the Provider may in its sole discretion, in exceptional cases, extend the period of time for the filing of the Response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

- (e) If a Respondent does not submit a timely Response, in the absence of exceptional circumstances as determined by the Provider at its sole discretion, the Arbitration Panel shall decide the dispute based upon the Complaint and evidence submitted therewith.

6. Appointment of the Panel and Timing of Decision

- (a) Each Provider shall maintain and publish a publicly available list of Panelists and their qualifications.

- (b) If neither the Complainant nor the Respondent has elected a three-member Arbitration Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) Business Days following receipt of the Response by the Provider, or the lapse of the time period for the submission thereof, a single Arbitrator from the Provider's list of Panelists to constitute the Arbitration Panel. The fees for a single-member Arbitration Panel shall be paid entirely by the Complainant.

- (c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Arbitration Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Arbitration Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Arbitration Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

- (d) Unless it has already elected a three-member Arbitration Panel, the Complainant shall submit to the Provider, within five (5) Business Days of communication of a response in which the Respondent has elected for a three-member Arbitration Panel, the names and contact details of three candidates to serve as one of the Panelists (these candidates must be drawn from the list of Panelists maintained by the Provider to which the complaint is submitted);

- (e) In the event that either the Complainant or the Respondent elects a three-member Arbitration Panel, the Provider shall endeavour to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) Business Days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make the appointment from other Panelists on the Provider's list. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner and to the extent possible, that reasonably balances the preferences of both Parties, as such may be expressed to the Provider in writing (including email) within five (5) Business Days of the Provider's submission of the five-candidate list to the Parties.

- (f) Once the entire Arbitration Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Arbitration Panel shall forward its decision on the Complaint to the Provider.

7. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances, which could give rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the arbitration proceeding, new circumstances arise which could give rise to justifiable doubt as to the impartiality or independence of a Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist from the Provider's list of Panelists.

8. Communication between Parties and the Arbitration Panel

No Party or anyone acting on its behalf may have any unilateral communication with an Arbitration Panel. All communications between a Party and the Arbitration Panel, or between a Party and the Provider shall be made in the manner prescribed in the Provider's Supplemental Rules.

9. Transmission of the File to the Arbitration Panel

The Provider shall forward the file to the Arbitration Panel as soon as the Panelist is appointed in the

case of an Arbitration Panel consisting of a single member, or as soon as the last Panelist is appointed in the case of a three-member Arbitration Panel.

10. General Powers of the Arbitration Panel

(a) An Arbitration Panel shall conduct the arbitration proceeding in such manner as it considers appropriate in accordance with the DNDRP, the Rules of Procedure and the Provider's Supplemental Rules.

(b) In all cases, an Arbitration Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

(c) Every Arbitration Panel shall ensure that the arbitration proceedings takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules of Procedure, the Provider's Supplemental Rules or by the Arbitration Panel.

(d) The Arbitration Panel shall determine the admissibility, relevance, materiality and weight of the evidence presented to it.

11. Language of the Arbitration Proceedings

(a) Unless otherwise agreed by the Parties, the language of the arbitration proceedings shall be in English for English .hk domain name, and in Chinese for Chinese .hk domain name or .香港 domain name, subject always to the authority of the Arbitration Panel to determine otherwise, having regard to all the circumstances of the arbitration proceeding,

(b) An Arbitration Panel may order that any documents submitted in a language other than the language of the arbitration proceeding shall be accompanied by a translation in whole or in part into the language of the arbitration proceeding.

12. Further Statements

In addition to the Complaint and the Response, the Arbitration Panel may request, in its sole discretion, further statements or documents from either or both of the Parties.

13. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, video conference, and web conference), unless an Arbitration Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the Complaint.

14. Default

(a) In the event that a Party, in the absence of exceptional circumstances as determined by the Arbitration Panel in its sole discretion, does not comply with any of the time periods established by these Rules of Procedure, the Provider's Supplemental Rules or the Arbitration Panel, the Arbitration Panel shall proceed to a decision on the Complaint.

(b) If a Party, in the absence of exceptional circumstances as determined by an Arbitration Panel in its sole discretion, does not comply with any provision of, or requirement under, these Rules of Procedure, the Provider's Supplemental Rules or any request from an Arbitration Panel, the Arbitration Panel may draw such inferences therefrom as it considers appropriate.

15. Arbitration Panel Decisions

(a) An Arbitration Panel shall decide a Complaint on the basis of the statements and documents submitted to it and in accordance with the DNDRP, the Rules of Procedure, the Provider's Supplemental Rules, the eligibility requirements of the relevant Domain Name Category and the law which the Arbitration Panel deems applicable.

(b) In the absence of exceptional circumstances as determined by an Arbitration Panel in its sole discretion, the Arbitration Panel shall forward its decision on the Complaint to the Provider within fifteen (15) Business Days of its appointment pursuant to Paragraph 6 above.

(c) In the case of a three-member Arbitration Panel, such Arbitration Panel's decision shall be made by a majority.

(d) An Arbitration Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

(e) Arbitration Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Providers Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If an Arbitration Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the DNDRP, it shall so state. If after considering the submissions the Arbitration

Panel finds that the Complaint was brought in bad faith, (for example in an attempt at Reverse Domain Name Hijacking) or was brought primarily to harass the Respondent, the Arbitration Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the arbitration proceeding process.

16. Communication of Decision to Parties

(a) Within three (3) Business Days after receiving the decision from the Arbitration Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s) and HKIRC. The concerned Registrar(s) shall immediately communicate to each Party, and the Provider, and HKIRC the date for the implementation of the decision in accordance with the DNDRP.

(a) Except if the Arbitration Panel determines otherwise (see Paragraph 4(j) of the DNDRP), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a Complaint to have been brought in bad faith (see Paragraph 15(e) of these Rules of Procedure) shall be so published.

17. Settlement or Other Grounds for Termination

(a) If, before the Arbitration Panel's decision, the Parties agree on a settlement, the Arbitration Panel shall terminate the arbitration proceeding or, if so requested by the Parties, enter the settlement as the decision of the Arbitration Panel.

(b) If, before an Arbitration Panel's decision is made, the Arbitration Panel determines that it has become unnecessary or impossible to continue the arbitration proceeding for any reason, the Arbitration Panel shall terminate the arbitration proceeding, unless a Party raises justifiable grounds, to be determined by the Arbitration Panel for objection to such termination within a period of time to be determined by the Arbitration Panel.

18. Fees

(a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a three-member Arbitration Panel, rather than the single-member Arbitration Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Arbitration Panel. See Paragraph 5(c). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 18(d).

Upon appointment of the Arbitration Panel, and where a refund is due as determined by the Provider, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

(b) No action shall be taken by the Provider on a Complaint until it has received from Complainant the initial fee in accordance with Paragraph 18(a).

(c) If the Provider has not received the fee within three (3) Business Days of receiving the Complaint, the Complaint shall be deemed withdrawn and the arbitration proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which amount shall be established by the Provider after consultation with the Parties and the Arbitration Panel. Such additional fees shall be paid at such time and in such proportions as between the Parties as the Provider determines in its sole discretion.

19. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any arbitration proceeding under these Rules of Procedure.

20. Miscellaneous

(a) Words importing the singular number only shall include the plural and the converse shall also apply.

(b) Words importing the masculine gender shall include the feminine gender and the converse shall also apply.

21. Amendments

These Rules of Procedure may be amended by HKIRC at any time. Each time HKIRC amends the Rules of Procedure, Registrar and HKIRC will publish the amended version of the Rules of Procedure in advance (where practicable, 14 calendar days in advance) on HKIRC's web site www.hkirc.hk or the Registrar's own website. Each amended version of the Rules of Procedure will

become binding and effective on HKIRC, the Registrant and the concerned Registrar(s) on the effective date specified at the top of the amended version, and will replace all previous versions of the Rules of Procedure. All concerned parties should review the website of the Registrar and/or HKIRC regularly in order to be aware of all such amendments.

The version of these Rules of Procedure then in effect at the time of the submission of a Complaint to the Provider shall apply to the arbitration proceeding commenced in accordance with such Rules of Procedure until the arbitration proceeding is over.

In the event that the Registrant objects to a change in these Rules of Procedure or the [DNDRP](#), the Registrant's sole remedy is to cancel the Registrant's Domain Name registration with the Registrar, provided that the Registrant will not be entitled to a refund of any fees the Registrant has paid to the Registrar. These Rules of Procedure, together with the DNDRP, as modified, will apply to the Registrant until the Registrant cancels the relevant Domain Name registration.