

.SG Registration Agreement

1. DEFINITIONS

As used in this Registration Agreement, the following terms shall have the respective meanings:

- 1.1 "IP Mirror" means IP Mirror Private Limited, of 105 Cecil Street #07-01B The Octagon Singapore 069534, a Singapore registered company.
- 1.2 "IP Mirror's website" means the website located at <http://www.ipmirror.com> or such other internet address as may be adopted by IP Mirror from time to time.
- 1.3 "Registrar" means the authorised entity to contract with Registry Administrator, collects registration data about the domain name holder and submits zone file information for entry in the Registry database.
- 1.4 "Registry Administrator" means the Top Level Domain Authority administering the domain names purchased by the Registrant.
- 1.5 "Registrant" means the organization or person registering a domain name.
- 1.6 "CCTLDs" means Country Code Top Level Domains.

2. PREAMBLE

IP Mirror concludes with the registrant the following agreement and the registrant accepts all terms and conditions set out below. Any party may approach IP Mirror to register a name or identifier in the top-level domain and second-level domain as described above provided that the applicant meets with the criteria as set out herein and agrees to comply with all the provisions specified herein.

3. APPLICATION

- 3.1 All applications for the registration of a domain name shall be made in the form and manner as may be prescribed by IP Mirror from time to time. The registrant is responsible for the selection of the domain name and the appropriate top-level domain or second-level domain category in which registration of the desired domain name is sought.
- 3.2 When selecting the top-level or second-level domain category, the applicant shall observe the selection criteria of the respective registries.
- 3.3 Upon IP Mirror's request, the Applicant shall furnish IP Mirror with documentary proof that the Applicant qualifies to have the domain name registered in the category selected by the registrant. Where such evidence is not provided, IP Mirror reserves the right to revoke the registration of the domain name.

4. WARRANTIES

The Applicant represents to IP Mirror and warrants that:

- 4.1 the domain name applied for
 - (i) does not infringe any registered trade mark or
 - (ii) is not identical to or confusingly similar with either a registered trade mark, company or business name or
 - (iii) does not infringe the rights of any third parties in relation to any applicable Treaties or International Agreements;
- 4.2 it intends to use the domain name;
- 4.3 such use shall be for its own benefit and shall be for lawful purposes;
- 4.4 it 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;

- 4.5 registration or use of the domain name does not interfere with the legal rights of any party in the respective countries; and
- 4.6 all information contained in the application form and furnished to IP Mirror is to the best of the Registrant's knowledge true and accurate in every detail.

5. REGISTRATION

- 5.1 Subject to any provisions contained herein, domain names shall be registered on a "first come, first served" basis. PROVIDED that the Registrant agrees and understands at all times that a domain name which may at first be available from a WHOIS Search, may not necessarily be available at the point of application or registration.
- 5.2 IP Mirror relies on all representations made and/or warranties given by the registrant in determining if the application should be approved.
- 5.3 Domain names which are obscene, scandalous, indecent, contrary to law or morality shall not be registered.
- 5.4 IP Mirror reserves the right not to register the domain name selected by the Registrant or to register that domain name selected by the Registrant. IP Mirror is not obliged to provide the Registrant with any reason or ground for its refusal to register the domain name as applied for by the Registrant but upon the Registrant's request and in its absolute discretion, IP Mirror may inform the Registrant of the reasons or grounds.
- 5.5 At the time of application, the Registrant is required to have ready a valid operational name service from at least two operational domain name servers for that domain name. Each domain name server must be capable of being connected to the Internet and capable of receiving queries for the domain name and responding thereto.

6. EFFECTS OF REGISTRATION

- 6.1 Subject to the registrant complying with the provisions in this Agreement and in the absence of any other factors, the registrant shall have the right to use but not own the domain name as the registrant's address on the Internet.
- 6.2 The registrant shall not have any right to sell, trade, assign or otherwise transfer the domain name to any other party.
- 6.3 The day on which IP Mirror informs the Registrant that the domain name application has been approved shall be construed and deemed as the Activation Date for that domain name. Within thirty (30) days of the Activation Date, the name servers listed in the application form shall be operational, connected to the Internet, shall answer to queries for the domain name and respond to any such queries accordingly. Further, the e-mail address listed in the delegated domain's Start of Authority record must be a current and valid address for one or more contacts responsible for and knowledgeable about the domain and its operation.
- 6.4 The registrant agrees and acknowledges that by registering a domain name, IP Mirror 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. As a consequence, the registrant further agrees that it shall not use the fact that the domain name has been registered by IPMirror as a defence in any legal proceedings brought against the registrant by any third party in connection with the registrant's registration and/or use of the domain name.
- 6.5 Nothing in this Agreement shall oblige IP Mirror to act as arbiter between the registrant and third parties in respect of any disputes arising out of the registration or use of the domain name. The registrant agrees that this Agreement does not confer any rights, procedural or substantive, upon the registrant and also acknowledges that third parties are not bound by the provisions of this Agreement.
- 6.6 The registrant agrees to inform IP Mirror of any changes, amendments or corrections in the information furnished by the registrant to IP Mirror in the application form as soon as such changes, amendments or corrections occur.

7. REMOVAL OF DOMAIN NAMES

The domain name may be deleted from database:

- 7.1 By IP Mirror upon the written request of the registrant which shall be signed by the registrant, its authorised representative (upon proof of verification) or the Administrative Contact;
- 7.2 by IP Mirror if the Registration Fee or Maintenance Fee (as hereinafter defined) for the domain name is not paid by the respective due dates;
- 7.3 by IP Mirror in the event that:
 - (i) the Registrant has breached any of the terms contained herein other than not paying the Registration or Maintenance Fees on or before the respective due dates;
 - (ii) IP Mirror is ordered by a Court to delete the registration;
 - (iii) in IP Mirror's determination, that the continued entry of the domain name on the database would be wrongful or where fraud had been committed in the registration process for the domain name;
 - (iv) the name servers listed in the application are not fully set up, operational and connected to the Internet within thirty (30) days of the Activation Date or that the said name servers persistently do not respond to any queries for the domain name; or
 - (v) IP Mirror receives a decision of an Administrative Panel requiring such deletion in any administrative proceeding to which the registrant was a party and which was conducted under the Dispute Resolution Policy as referred to in clause 9 of this Agreement.
- 7.4 Once the domain name has been deleted, this Agreement shall be deemed as terminated. IP Mirror receives a decision of an Administrative Panel requiring such deletion in any administrative proceeding to which the registrant was a party and which was conducted under the Dispute Resolution Policy as referred to in clause 10 of this Agreement.
- 7.5 In relation to the provisions of clauses 7.3 (i) and (iv), IP Mirror shall provide a written notice, describing the breach, to the registrant. No notification shall be provided in relation to the subject matter of clauses 7.3 (ii), (iii) and (v). If, within thirty (30) days of the date of sending such notice, the registrant provides evidence, which is reasonably satisfactory to IP Mirror, that it has not breached its obligations or that such breach has been remedied, then IP Mirror may revoke the registrant's registration of the domain name. Any such breach by the registrant shall not be deemed to have been excused simply because IP Mirror did not act earlier in response to that, or any other, breach by the registrant.
- 7.6 In names deleted for non-payment of Maintenance Fee will become available for re-use after a thirty-day (30) hold period. IP Mirror shall not register the deleted domain names in the name of any other party during this "hold" period and the registrant may make an application to IP Mirror during the "hold" period to reinstate such domain names upon paying the Reinstatement Fee.
- 7.7 Subject to the domain name being still available and the payment of the Reinstatement Fee, the registrant may make an application to reinstate the domain names deleted for non-payment of Registration Fee within thirty (30) days from deletion.
- 7.8 IP Mirror shall, as soon as reasonably practicable, re-activate a domain name after it receives all payments which are due and owing from the registrant together with the reinstatement fee. Where no reinstatement is made, this Agreement is deemed to be terminated with effect from the date of the deletion. Any application by the registrant to reinstate the registration of the domain name after the "hold" period shall be treated as fresh application.

8. TRANSFER OF DOMAIN NAMES

- 8.1 The right to use the domain name which has been registered in the name of the registrant may, subject to approval by the respective registries, be transferred to another party if the following provisions are complied with:
 - (i) the Registrant completes IP Mirror's "Request to Transfer" form in every detail including stating the reasons for the transfer;
 - (ii) the intended transferee signs the "Request to Transfer" form;
 - (iii) the original transfer form shall be sent to IP Mirror by post or courier;
 - (iv) the transferee agrees to abide by all the provisions of this Agreement and/or any other conditions

- as IP Mirror in its absolute discretion may deem fit to impose; and
- (v) the Transfer Fee, if imposed, is paid by the transferee to IP Mirror.
- 8.2 The right to use the domain name which has been registered in the name of the registrant may be transferred to another party without the consent of the registrant if IP Mirror receives a decision of an Administrative Panel requiring such transfer in any administrative proceeding to which the registrant was a party and which was conducted under the Dispute Resolution Policy as referred to in clause 9 of this Agreement.

9. DISPUTE RESOLUTION

- 9.1 In general, IP Mirror does not wish to be a part of any dispute between a registrant and third parties (hereinafter referred to as "Claimants") in connection with the registrant's registration and/or use of a domain name.
- 9.2 The registrant acknowledges that IP Mirror may be presented with information alleging that a domain name registered by the Registrant violates the legal rights of a Claimant. Such information includes, but is not limited to, evidence that the domain name is identical to a valid and subsisting registration of a trademark or service mark that is in full force and effect and owned by the Claimant or that the domain name infringes upon any copyright owned by the Claimant or that the domain name is identical to or very similar with the Claimant's name or that by the use of the domain name, the registrant has passed off the registrant's goods/services as those of the Claimant. Therefore, having regard to the various clauses contained herein, the following procedure would be adopted by IP Mirror in the event that a Claimant challenges or in any way disputes the rights accorded to a the Registrant over a domain name:
- (i) if so requested by the Claimant, IP Mirror may furnish such published information concerning the Registrant which IP Mirror has in its possession;
 - (ii) before providing the Claimant with the information enumerated in (i) above, IP Mirror may enter into any agreement which it deems fit with the Claimant;
 - (iii) where permissible, IP Mirror shall inform the Registrant that the Claimant has made enquiries of IP Mirror and provide the registrant with a copy of IP Mirror's response to such enquiries.
- 9.3 The registrant acknowledges and agrees that any dispute over the registration and use of the domain name will be bound by the Uniform Domain Name Dispute Resolution Policy (UDSP) adopted by the Internet Corporation for Assigned names and Numbers (ICANN), or dispute resolution policies adopted by the Registries administrating the CCTLDs domain names.

10. FEES

- 10.1 IP Mirror shall have the right to impose such charges as it may deem fit on the registrant in respect of the registration and maintenance of the Domain Name. The frequency and quantum of such charges shall be determined from time to time by IP Mirror in its sole discretion and will be reflected in the Fee Schedule.
- 10.2 All charges shall be in Singapore Dollars unless otherwise stated, and shall be paid to IP Mirror in the manner and within the time period stated by IP Mirror. The registrant acknowledges that payment of charges imposed by IP Mirror is a fundamental term of this Agreement and any failure to pay the said charges may result in IP Mirror terminating this Agreement and revoking registration of the Domain Name.

11. PAYMENT

Registrant agrees to make payment for the Services as follows:

- 11.1 The registrant is required to make full advance payment to IP Mirror that is submitted for registration by:
- (i) credit card at the time of making the order through IP Mirror's website or
 - (ii) cheque on the computer generated invoice on IP Mirror's website within 5 business days of the order date.

- 11.2 If the customer fails to pay any invoice which is due and payable under this Agreement, IP Mirror reserves the right not to proceed with the registration, transfer, renewal or other services. IP Mirror will not be liable for the subsequent unsuccessful registration or for the non-renewal of domain names.
- 11.3 Once a Domain name is registered, renewed or transferred-in, the payment is non-refundable. This applies to the services linked to the domain such as DNS, email and web configurations.

12. INDEMNITY AND DISCLAIMER

- 12.1 The Registrant hereby agrees to defend, indemnify and hold harmless Registry Administrator, Registrar, IP Mirror and its officers, directors, committees, employees and agents (collectively, the "Indemnified Parties"), for all liability, loss, damages, costs, legal expenses, professional and other expenses of any nature whatsoever sustained, incurred, paid by or suffered resulting from any claim, action, or demand arising out of or related to the registration or use of the domain name. Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, trade name infringement, dilution, tortious interference with contract or prospective business advantage, passing off, defamation or injury to business reputation and copyright infringement; any and all claims arising from the administration and operation of the Dispute Policy (as set out in clause 10 herein). Each Indemnified Party shall send written notice to the registrant of any such claim, action, or demand against that party within a reasonable time. The failure of any Indemnified Party to give the appropriate notice shall not affect the rights of the other Indemnified Parties.
- 12.2 The registrant agrees that IP Mirror will not be liable for any loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the registrant's domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if IP Mirror has been advised of the possibility of such damages.

13. MODIFICATIONS AND TERMINATION

- 13.1 The Registrant acknowledges and agrees that IP Mirror may amend this Agreement, including the quantum of fees payable to SGNIC, from time to time and that, upon thirty (30) days posting on the Internet at the URL <http://www.ipmirror.com>, the Agreement shall be so amended in the manner as indicated and that such amendments are binding upon the registrant.
- 13.2 The registrant further acknowledges and agrees that IP Mirror's right to issue, maintain or otherwise deal with domain names (of whatever level or category) is dependant on the Internet Assigned Numbers Authority's ("IANA") or its successors' (successor shall mean subsequent organization that takes over IANA's functions) continued recognition of and delegation to IP Mirror to perform all such acts as may be expected of IP Mirror under this Agreement.
- 13.3 In the event that this Agreement is terminated, for whatever reason, the registrant agrees that:
 - (i) it shall, prior to the date of termination, pay IP Mirror in full all moneys then owing by the registrant to IP Mirror;
 - (ii) it shall have no claims or recourse whatsoever, whether under contract, tort or any other legal theory, against IP Mirror. For the avoidance of doubt, there shall be no refund, whether in whole or in part, of any fees which have been paid to IP Mirror prior to the termination of this Agreement.

14. GENERAL TERMS

- 14.1 All notices or reports (but not including reminders for Maintenance Fees) permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, by registered mail, and/or where possible, by electronic mail and shall be deemed given upon personal delivery, or seven (7) days after deposit in the mail, whichever occurs first. Initial notices to the registrant shall be sent to the domain name Administrative Contact at the address

provided by the registrant in the application form.

- 14.2 Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- 14.3 The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Notwithstanding any provisions herein, IP Mirror may in its absolute discretion waive any rights that it may have under this Agreement or the operation of any term or condition which is to the benefit of IP Mirror.
- 14.4 Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The Tribunal shall consist of a sole arbitrator. The place of arbitration shall be the Singapore International Arbitrator Center. The language to be used in the arbitration proceedings shall be English. The Tribunal shall decide the substance of the dispute in accordance with the laws, or rules of laws, of Singapore. In any action to enforce this Agreement, the prevailing party shall be entitled to costs and attorney's fees.
- 14.5 This Agreement, as may be amended by IP Mirror from time to time, constitutes the complete and exclusive agreement of the parties regarding the registration and/or use of domain names. The registrant agrees that registration of the domain name as applied for by the registrant constitutes an agreement to be bound by this Agreement, as amended by IP Mirror from time to time.
- 14.6 In the event that the registrant had applied for the registration for the domain name through a reseller, registrant hereby ratifies all acts of the reseller and agrees to be bound by the terms and conditions herein.

15 PROVISIONS IN SGNIC REGISTRATION

- 15.1 IP Mirror shall not prevent a Registrant from changing the registrar of record at any time save in accordance with the RPPG;
- 15.2 IP Mirror shall immediately give notice to the Registrant in the event that IP Mirror is no longer a SGNIC accredited registrar, has had its accreditation as a SGNIC accredited registrar suspended or terminated or upon termination or expiry of this Agreement. SGNIC may post notice of such suspension, termination or expiry on its website and may, if SGNIC deems appropriate, give notice to the Registrant thereof;
- 15.3 in the event that IP Mirror is no longer a SGNIC accredited registrar, has had its accreditation as a SGNIC accredited registrar suspended or terminated or in the event this Agreement is terminated or expires, IP Mirror shall ensure that each Registrant is responsible for changing its registrar of record to a new SGNIC accredited registrar in the manner prescribed in the RPPG;
- 15.4 The Registrant shall agree that its registration of the Domain Name shall be subject to suspension, cancellation, or transfer pursuant to the RPPG and SDRP, and in particular, but without limitation, (1) to correct mistakes by IP Mirror or SGNIC in registering the Domain Name; or for the resolution of disputes concerning the Domain Name. SGNIC shall have the right, at any time and from time to time, acting reasonably, to amend the RPPG and SDRP. Any such amendment will be binding and effective on the Registrar (IP Mirror) 30 days after SGNIC gives a written notice of such amendment to the Registrar and the Registrar agrees to promptly amend the Registrar-Registrant Agreement before the expiration of the 30 days to reflect any amendments to this Agreement. For the avoidance of doubt, all such amendments whether or not reflected in the Registrar-Registrant Agreement by the Registrar within the said 30 days shall be binding and effective on the Registrant;
- 15.5 The Registrant acknowledges and agrees that registration of a Domain Name does not create any proprietary right for any Registrant, the Registrar (IP Mirror) or any other Person in the name used as a Domain Name or the Domain Name registration and that the entry of a Domain Name in the Registry or in the WHOIS system of the Registry shall not be construed as evidence or ownership of the Domain Name registered as a Domain Name. 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 shall represent 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;

- 15.6 The Registrant shall provide to IP Mirror complete and accurate data and promptly correct and update them during the term of the Domain Name registration;
- 15.7 A Registrant's wilful provision of incomplete and inaccurate or unreliable information, its wilful failure promptly to update information provided to IP Mirror, or its failure to respond for over 15 days to inquiries by IP Mirror 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; and
- 15.8 The Registrant and IP Mirror (the Registrar) agree that SGNIC shall have the right to enforce all the terms of the Registrar-Registrant Agreement in accordance with the Contracts (Rights of Third Parties) Act 2001.