

HKIAC Domain Name Dispute Supplemental Rules

Article 1. Definitions

- (1) "**HKIAC**" means the Hong Kong International Arbitration Centre.
- (2) "**HKIRC**" means the Hong Kong Internet Registration Corporation Limited.
- (3) "**Rules of Procedure**" means the HKIRC Domain Name Dispute Resolution Policy Rules of Procedure as approved by HKIRC on 22 Feb 2011.
- (4) "**Dispute Resolution Policy**" means the HKIRC Domain Name Dispute Resolution Policy as approved by HKIRC on 22 Feb 2011.
- (5) "**The HKIAC Supplemental Rules**" means these Supplemental Rules which are supplemental to the Dispute Resolution Policy and Rules of Procedure and are adopted by the HKIAC to administer Complaints and arbitration proceedings in conformity with the Dispute Resolution Policy and the Rules of Procedure and where required and permitted supplement them.
- (6) Any terms defined in the Dispute Resolution Policy, Rules of Procedure and which are not specifically defined herein shall

have the same meaning in these HKIAC Supplemental Rules as in the Dispute Resolution Policy and the Rules of Procedure.

Article 2. Scope

- (1) These HKIAC Supplemental Rules are to be read and used in connection with the Dispute Resolution Policy and the Rules of Procedure.
- (2) The Dispute Resolution Policy, the Rules of Procedure and the HKIAC Supplemental Rules shall be applicable to any .hk domain name dispute in connection with which a Complaint has been submitted to the HKIAC.

Article 3. Communications Between Parties and the HKIAC

- (1) Unless otherwise agreed beforehand with the HKIAC, any submission which may be or is required to be made to the HKIAC pursuant to the Dispute Resolution Policy, the Rules of Procedure and these HKIAC Supplemental Rules may be made: -
 - (i) by telecopy or facsimile, with a confirmation of transmission; or
 - (ii) by postage or courier service, pre-paid and documentary

verification of service and, for the purposes of this sub rule, double registered post shall constitute good service; or

- (iii) electronically via the Internet, provided a record of its transmission is available. For the purposes of any electronic communications to the HKIAC, the following address shall be used: -

hkdomain@hkiac.org

- (2) All documentation submitted in paper form to the HKIAC by the Parties shall be submitted in five (5).
- (3) The HKIAC shall maintain a record of all communications received or required to be made under the Dispute Resolution Policy, Rules of Procedure and these HKIAC Supplemental Rules for a period of one year from the date of the filing of the initial Complaint. Subsequently all communications and documentation received may be destroyed by the HKIAC at its sole discretion.

Article 4. Communications Between Parties and the Arbitration Panel

- (1) Where a Party intends to send any communication to an Arbitration Panel, a copy shall be addressed to the HKIAC.

- (2) Where a Party sends any communication to the HKIAC, it shall at the same time send a copy to the other Party with verification of service lodged with the HKIAC.
- (3) Any communication provided herein by facsimile, email, or post. Any communication by post shall be deemed to be received two (2) business days after posting in the case of local mail and seven (7) business days in respect of overseas mail. While any communication by facsimile or email shall be deemed to be received on the same day as transmitted.

Article 5. The Complaint

- (1) A Complainant who has selected the HKIAC as the Provider shall submit its Complaint using Form A hereto.
- (2) The Complainant shall provide a copy of the Complaint to the HKIRC, at the same time as it submits its complaint to the HKIAC.
- (3) In accordance with Paragraphs 4(a) and 18 of the Rules of Procedure, the HKIAC shall forward the Complaint to the Respondent within three (3) business days following receipt of the initial fee by the Complainant, or three (3) business days after the Complainant has rectified the deficiencies in the Complaint, if any, whichever is later.

- (4) The arbitration proceeding in respect of a Complaint shall be deemed to have commenced on the date that the HKIAC forwards the Complaint to the Respondent.

Article 6. Compliance Review

- (1) The HKIAC shall, within three (3) business days of receiving the fees in connection with a Complaint, examine the Complaint for compliance with the Dispute Resolution Policy, the Rules of Procedure and these HKIAC Supplemental Rules and shall notify the Complainant of any deficiencies, if any, therein.
- (2) Complainant shall remedy any deficiencies identified by the HKIAC within five (5) business days, failing which the arbitration proceedings will be deemed withdrawn in accordance with Paragraph 4(b) of the Rules of Procedure.

Article 7. The Response

- (1) Within fifteen (15) business days of the date of commencement of the arbitration proceeding the Respondent shall submit five (5) copies of a Response using Form B hereto to the HKIAC.
- (2) In accordance with Paragraph 5(b)(vii) of the Rules of Procedure, the Respondent shall provide a copy of the

Response to the Complainant at the time it makes its submission to the HKIAC.

Article 8. Procedures for the Appointment of Panelists

- (1) The HKIAC shall maintain and publish on its website <http://www.hkiac.org> a list of Panelist and their qualifications. For arbitration proceedings under the Dispute Resolution Policy, the Rules of Procedure and the HKIAC Supplemental Rules, the HKIAC shall appoint suitable persons from its list of Panelists, having regard to: -
 - (a) the nature of the dispute;
 - (b) the availability of the Panelist(s);
 - (c) the identity of the Parties;
 - (d) the independence and impartiality of the Panelist(s);
 - (e) any stipulation in the relevant Registration Agreement; and
 - (f) any suggestions made by the Parties themselves in accordance with Paragraph 6 of the Rules of Procedure.
- (2) Where the Complainant has initially requested a three member Arbitration Panel and no Response was submitted

by the Respondent in accordance with Paragraph 5(a) of the Rules of Procedure, the Complainant shall be given the option of converting the three member Arbitration Panel to a single Panelist, within seven (7) business days of being notified by the HKIAC of no response by the Respondent, failing which a three member Arbitration Panel shall be constituted.

- (3) If a single Panelist is appointed in accordance with paragraph 8(2) of these HKIAC Supplemental Rules, the HKIAC shall reimburse to the Complainant the relevant amount less the HKIAC administrative fee in accordance with Article 15 of these HKIAC Supplemental Rules.

Article 9. Impartiality and Independence

- (1) Panelist shall be and remain at all times wholly independent and impartial, and shall not act as advocate for any Party during the proceedings.
- (2) Prior to appointment, any proposed Panelist, and after appointment, a Panelist, shall declare in writing to the Parties and the HKIAC any circumstances which could give rise to justifiable doubt as to the Panelist's impartiality or independence or prevent a prompt resolution of the dispute between the Parties. Except by consent of the Parties, no person shall serve as a Panelist in any dispute in which that

person has any interest, which, if a Party knew of it, might lead such Party to think that the Panelist might be not be impartial or independent.

- (3) After a Panelist has been appointed, but before rendering a decision, the Panelist dies, is unable to act, or refuses to act, the HKIAC shall, upon written request by either Party, appoint a replacement Panelist from the HKIAC's list of Panelists.

- (4) A Party may challenge a Panelist's impartiality or independence by filing a written request to the HKIAC within seven (7) business days of the date of receipt of the notice of appointment of the Panelist in question, stating the circumstances likely to give rise to justifiable doubt as to the relevant Panelist's impartiality or independence, together with specific reasons therefore. The HKIAC, in its sole discretion, shall decide whether such doubts are justified, and if the HKIAC so finds, the HKIAC shall remove the Panelist against whom the challenge was made and replace such Panelist with another Panelist from the HKIAC's list of Panelists.

Article 10. Arbitration Panel Decisions

- (1) An Arbitration Panel shall make its decision in writing and shall state the reasons upon which the decision is based. The

decision shall be dated and signed by the member of the Arbitration Panel according to the requirements set forth in Paragraph 15 of the Rules of Procedure.

- (2) The Arbitration Panel shall forward its decision to the HKIAC within fifteen(15) business days of its appointment.
- (3) The HKIAC shall within three (3) business day's of its receipt of a decision from an Arbitration Panel forward copies of the decision to the Parties and the HKIRC.

Article 11. Correction of Arbitration Panel Decisions

- (1) Within Seven (7) business days of receiving a decision of an Arbitration Panel, a Party may by written notice to the HKIAC, the other Party, the Arbitration Panel, the Registrar(s) and the HKIRC, request the Arbitration Panel to correct in the decision any errors in computation, any clerical or typographical errors or any errors of a similar nature. To the extent to which the Arbitration Panel believes such corrections are justified. It shall make such corrections in writing and shall forward same to the Parties with copies to the HKIAC and the HKIRC within three (3) business days of a request and such corrections shall become part of the Arbitration Panel's decision.

- (2) An Arbitration Panel may on its own initiative within seven (7) business days of the date a decision is rendered make corrections of the type referred to in Article 11(1) above and shall forward copies of such corrections to the HKIAC and HKIRC within such seven (7) business days. Such corrections become part of the Arbitration Panel's decision.

Article 12. Publication of Decision

The HKIAC shall submit the decision of an Arbitration Panel to the Parties, and the HKIRC as required by the Dispute Resolution Policy and the Rules of Procedure. Unless the Panel determines otherwise, the HKIAC shall publish the full decision on the HKIAC's Web site at www.hkiac.org.

Article 13. Limits on Description of Written Statements

- (1) In accordance with Paragraph 3(b)(ix) of the Rules of Procedure in regards to the description of the grounds on which the Complaint is made and Paragraph 5(b)(i) of the Rules of Procedure in respect to the description of the grounds on which the Response is made, the maximum word limit shall be 3,000 words.
- (2) In accordance with Paragraph 15(e) of the Rules of Procedure, there shall be no set word limits for a decision of an Arbitration Panel.

Article 14. Appointment of Case Administrator

- (1) When a Complaint is sent by the HKIAC to a Respondent, the HKIAC shall notify the Parties of the name and contact details of the Case Administrator at the HKIAC responsible for the administrative matters relating to the arbitration proceedings in question.
- (2) All communications to the HKIAC provided for in the Rules of Procedure and these HKIAC Supplemental Rules shall be addressed to the Case Administrator so appointed.

Article 15. Fees (Hong Kong Dollars)

- (1) The applicable fees for each domain name arbitration procedure are as follows :-

Single Panelist	Three Member Panel	HKIAC Administrative Fee	Total Fees	
			Single Panelist	Three Member Panel
5,000	15,000	5,000	10,000	20,000

- (2) If there are any deficiencies in the Complaint, an additional charge of HK\$2,000 shall be paid by the Complainant and shall accompany the submission of the correction of such deficiencies.

- (3) Fees to be paid to the HKIAC in accordance with these HKIAC Supplemental Rules shall be paid free of any bank charges, transfer fees or any withholdings in Hong Kong Dollars (HK\$) only by cheque, draft or telegraphic transfer. Cheques and draft are to be made payable to the "Hong Kong International Arbitration Centre" Telegraphic transfers shall be made as follows: -

Account Name: Hong Kong International Arbitration Centre

Account Number: 004 567 190897 001

Bank: HSBC

Address: 1, Queens Road, Central, Hong Kong

SWIFT Code: HSBC HK HHH KH

- (4) The Complainant shall be responsible for paying all the fees, unless the Respondent has chosen to have the Complaint decided by three (3) Panelists whereas the Complainant has chosen to have the Complaint decided by one (1) Panelist.

Notwithstanding the foregoing, additional fees may be required in the circumstance described in Paragraph 18(d) of the Rules of Procedure.

- (5) The fees to be paid to the HKIAC do not include any payments, which a Party might have to be made to a lawyer or representative representing such party. Such fees are purely a matter for each party.

Article 16. Exclusion of Liability

- (1) Without prejudice to any existing rule of law, no Panelist shall be liable to any Party or HKIRC for any act or omission in connection with the arbitration proceedings conducted under the Dispute Resolution Policy, the Rules of Procedure and the HKIAC Supplemental Rules, save in the case of fraud or dishonesty or deliberate wrongdoing.

- (2) Without prejudice to any existing rule of law, neither the HKIAC nor its Council Members, staff, employees or agents shall be liable to any Party or HKIRC for any act or omission in connection with any arbitration proceedings conducted under the Dispute Resolution Policy, the Rules of Procedure and the HKIAC Supplemental Rules, save in the case of fraud or dishonesty or deliberate wrongdoing.

Article 17. Miscellaneous

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

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

Article 18. Amendments

Subject to the Dispute Resolution Policy and the Rules of Procedure, HKIAC may amend these HKIAC Supplemental Rules from time to time at its sole discretion.

