Article 1. Definitions

1. "The Policy" means the Uniform Domain Name Dispute Resolution Policy as approved by dotPH.

2. "The Rules" mean the Uniform Dispute Resolution Implementation Rules as approved by dotPH.

3. "The Supplemental Rules" means these Rules which are Supplemental to the Rules and Policy and are adopted by the Hong Kong International Arbitration Centre to assess complaints and administer proceedings in conformity with "the Rules" and where required supplement them.

4. "The Registry" refers to the dotPH.

5. "The Centre" means the Hong Kong International Arbitration Centre.

6. Any terms defined in the Rules shall have the same meaning in these Supplemental Rules.

Article 2. Scope

1. These Supplemental Rules are to be read and used in connection with the Uniform Domain Name Dispute Resolution Policy ("the Policy") and Uniform Dispute Resolution Implementation Rules ("the Rules") as approved by dotPH.

2. The Centre shall use the Policy, the Rules and the Supplemental Rules in connection with any complaint submitted to it.

Article 3. Communications Between Parties and the Centre

1. Unless otherwise agreed beforehand with the Centre, any submission that may or is required to be made to the Centre pursuant to the Policy, the Rules and these
Supplemental Rules may be made electronically via the internet, provided a record of its transmission is available. For the purposes of any electronic communications to the Centre, the following email address shall be used:

**Hong Kong International Arbitration Centre:**

phdomain@hkiac.org

2. The Centre shall maintain an archive of all communications received or required to be made under the Rules and the Supplemental Rules for a period of one year from the date of filling the initial complaint from the Complainant.

**Article 4. Communications Between Parties and the Panel**

1. Where a Party intends to send any communication to the Panelist(s), it shall be addressed through the Centre which shall in turn communicate the information to the Panelist(s).

2. Where a Party sends any communication to the Centre, it shall at the same time send a copy to the other Party with verification of service lodged with the Centre.

3. The Parties may communicate with the Centre by phone or email. Any instantaneous means of communication shall be deemed to be received on the same day as transmitted.

**Article 5. The Complaint**

1. The complaint must include all elements listed in paragraph 3(b) of the Rules.

2. The Complainant shall be required to send its complaint using Form C-PH under cover of the “Statement of Complaint Transmission Cover” which is included in the Form C-PH.

3. In accordance with Paragraph 3(b) (vii) of the Rules, the Complainant shall provide a copy of the complaint to the concerned Registrar(s) at the same time as it submits its complaint to the Centre.
4. In accordance with Paragraphs 4(a) and 19 of the Rules, the Centre shall forward the complaint to the Respondent(s) within three (3) calendar days following receipt of the initial fee by the Complainant.

5. The administrative proceeding will be deemed to have commenced on the date that the Centre forwards the complaint to the Respondent(s).

Article 6. The Response

1. The Response must include all elements listed in Paragraph 5(b) of the Rules.

2. In accordance with Paragraph 5(b)(vii) of the Rules, the Respondent shall provide a copy of the response to the concerned Complainant(s).

3. Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response using Form R-PH to the Centre in accordance with Paragraph 5b(viii).

Article 7. The Centre's Compliance Review

1. The Centre shall, within three (3) calendar days of acknowledging the complaint, examine the complaint for compliance with the Policy, Rules and Supplemental Rules and shall notify the Parties of any deficiencies therein.

2. Complainant shall remedy any deficiencies identified by the Centre within five (5) calendar days. Failing that, administrative proceedings will be deemed withdrawn in accordance with Paragraph 4(b) of the Rules.

Article 8. Panelist(s) Appointment Procedures

1. The Centre shall maintain and publish a list of Panelist(s) and their qualifications. Any Party may refer to the Centre's Web site http://www.hkiac.org for details. For Administrative Proceedings, the Centre shall appoint suitable person(s) from the list, having regard to

   a. the nature of the dispute;
b. the availability of 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.

2. Where the Complainant has initially requested a three-member Panel and no response was submitted by the Respondent in accordance with Paragraph 5(a) of the Rules, the Complainant shall be given the option of converting the three-member Panel to a single Panelist, within seven (7) calendar days of being notified by the Centre of no response by the Respondent. Failing that, a three-member Panel shall be constituted.

3. If a single Panelist is appointed, the Centre shall reimburse the Complainant the relevant amount less the Centre's administrative fee in accordance with Article 15 of these Supplemental Rules.

4. Where a single Panelist is elected and a Response is received, the sole Panelist will be the highest mutually ranked Panelist on the list of five (5) Panelists that will be provided to each Party within three days.

5. Where a single Panelist is elected and no Response is received, the Centre shall appoint the sole Panelist without regard to the five (5) Panelists on the list.

**Article 9. Impartiality and Independence**

1. The Panelist(s) 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(s), and after appointment the Panelist(s), shall declare in writing to the Parties and the Centre any circumstances likely to create an impression of bias or prevent a prompt resolution of the dispute between the Parties. Except by consent of the Parties, no person shall serve as a Panelist(s) in any dispute in which that person has any interest which, if a Party knew of it, might lead him/her to think that the Panelist(s) might be biased.
3. After a Panelist(s) has been appointed but before rendering a decision, a Panelist(s) dies, is unable to act, or refuses to act, the Centre will, upon request by either Party, appoint a replacement Panelist(s).

4. A Party may challenge the Panelist(s) by filing a written request within seven (7) days of the date of receipt of the notice of appointment stating the circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence together with specific reasons for the disqualification. The Centre shall decide whether such doubts are justified and if the Centre so finds, another Panelist(s) will be appointed.

Article 10. Panel Decisions

1. A 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 Panelist(s) according to the requirements set forth in Paragraph 15 of the Rules.

2. The Panel shall forward its decision to the Centre within fourteen (14) days of its appointment.

3. The Centre shall with three (3) calendar days of its receipt of a decision from the Panelist(s) forward copies of the decision to the parties and the concerned Registrar(s).

Article 11. Correction of Panel Decisions

1. Within Seven (7) days of receiving the decision, a Party may by written notice to the Centre and the other Party request the Panel to correct in the decision any errors in computation, any clerical or typographical errors or any errors of a similar nature. Any such corrections shall be given in writing to the Parties and shall become part of the decision.

2. The Panel may correct any errors on its own initiative of the type referred to in Article 11(1) within seven (7) days of the date of the decision being rendered.

Article 12. Publication of Decision
The Centre shall submit the decision of the Panel to the Parties, the Registrar(s) and the Registry as required by the Rules and the Policy. Unless the Panel determines otherwise, the Centre shall publish the full decision on the Centre's Web site.

Listing:

1. the Domain Name that is in dispute and is the subject of a complaint;
2. case number to track cases;
3. the date the administrative proceeding officially began in accordance with Paragraph 4(c) of the Rules;
4. the decision rendered by the Panelist(s) in accordance with Paragraph 15(b) of the Rules.

**Article 13. Limits on Description of Written Statements**

1. In accordance with Paragraph 3(b)(ix) and 5(b)(i) of the Rules, the (maximum) word limit shall be 3,000 words.
2. In accordance with Paragraph 15(d) of the Rules, there shall be no set word limits.

**Article 14. Appointment of Case Administrator**

1. When the Complaint is sent by the Centre to the Respondent, the Centre shall notify the Parties of the name and contact details of the Case Administrator responsible for the entire administrative affairs of the complaint.
2. Communication between the Panelist(s) shall be coordinated through the Case Administrator.

**Article 15. Fees (US$)**

1. The applicable fees for documents only administrative procedure are specified as follows :-
2. If any amendments are required due to deficiencies in the complaint- Form C-PH, an additional charge of US$150 shall accompany any resubmission.

3. Fees to be paid to the Centre in accordance with these Supplemental Rules shall be paid by draft made payable to "Hong Kong International Arbitration Centre". If HK$ (Hong Kong currency) is used, the exchange rate calculation shall be based on the current prevailing rate of exchange.

4. The Complainant shall be responsible for paying the total fees. While the only time the Respondent has to share in the fees is when the Respondent chooses to have the complaint decided by three (3) Panelists and the Complainant has chosen a single (1) Panelist.

5. The said fees do not include any payments that might have to be made to a lawyer representing a Party.

6. All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the Centre shall be the responsibility of the Party making the payment.

**Article 16. Exclusion of Liability**

1. Without prejudice to any existing rule of law, no Panelist(s) shall be liable to any Party, a concerned Registrar or the Registry for any act or omission in connection with the administrative proceedings conducted under the Rules, the Policy and the Supplemental Rules, save in the case of fraud or dishonesty or deliberate wrongdoing.

2. Without prejudice to any existing rule of law, the Centre and its staff shall not be liable to any Party, a concerned Registrar or the Registry for any act or omission in connection with any administrative proceedings conducted under the Rules, the Policy
and the 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 Rules and the Policy, the Centre may amend the Supplemental Rules from time to time at its sole discretion.