



**MYNIC'S (.my) DOMAIN  
NAME DISPUTE  
RESOLUTION POLICY**

**THE RULES**

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# **MYNIC's (.my) Domain Name Dispute Resolution Policy**

## THE RULES

### **1. General**

- 1.1 All domain name disputes are governed and administered in accordance with MYNIC's (.my) Domain Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider (collectively referred to as the "**Policy and Rules**").

### **2. Definitions**

- 2.1 In these Rules, the following words shall have the following meanings:-

**Complainant** means the Party (including its duly authorised representative, if any) which initiates a Proceeding against the Respondent to challenge the Respondent's registration or use of the domain name;

**domain name dispute** means a dispute concerning the Respondent's domain name;

**MYNIC** means MYNIC Berhad (i.e. Malaysian Network Information Centre), its officers and employees ("**Employees**");

**Fees** means the administrative fee and Proceeding fee stipulated in the Supplemental Rules of the Provider;

**Panel** means the Administrative Panel appointed to decide the Proceeding between the Parties;

**Panellist** means a qualified person appointed by the Provider to be a member of a Panel;

**Party** means the Complainant or Respondent, as the case may be, and "**Parties**" means the both of them;

**Proceeding** means the domain name dispute resolution proceeding between the Parties brought under the Policy and Rules;

**Provider** means a body appointed by MYNIC to provide domain name dispute resolution services in accordance with the Policy and Rules;

**Respondent** means the Party (including its duly authorised representative) which has registered a domain name and against which a Complaint is filed by the Complainant;

**Reverse Domain Name Hijacking** means the use of MYNIC's Domain Name Dispute Resolution Policy in bad faith to deprive the Respondent of its domain name;

**Supplemental Rules** means the Provider's rules concerning the administration of a Proceeding and which shall not be inconsistent with MYNIC's Domain Name Dispute Resolution Policy and these Rules; and

**Working day** means any day other than a Saturday, Sunday or a Federal public holiday.

### **3. Communications**

3.1 Unless otherwise specified herein, all communication between the Parties and the Provider must be sent by:-

- (i) electronic-mail; and
- (ii) registered post, courier, or facsimile,

and will be considered to have reached its recipient:-

- (a) where sent by electronic-mail, after twenty-four (24) hours from transmission, but only if the time and date of transmission can be confirmed;
- (b) where sent by registered post to an address in Malaysia, three (3) Working days after the date of posting;
- (c) where sent by registered post to an address outside of Malaysia, seven (7) Working days after the date of posting;
- (d) where sent by courier to an address in Malaysia, one (1) Working day after the date of being dispatched via courier;
- (e) where sent by courier to an address outside of Malaysia, three (3) Working days after the date of being dispatched via courier; and
- (f) where sent by facsimile, upon the confirmation of transmission by way of a transmission report.

3.2 In the event communication is effected by way of hand delivery, it will be considered to have reached its recipient after the recipient's Employees have acknowledged receipt of such communication.

3.3 All communication made by electronic-mail must as far as possible be sent in plain text. All attachments and/or annexures accompanying such

communication must as far as possible be in the format stipulated by the Provider.

- 3.4 Except for the submission of the Complaint, Response and Reply, no Party may communicate with the Provider unless the other Party is forwarded with a copy of the said communication in the same manner and at the same time the communication is made, failing which the communication will be disregarded by the Provider.
- 3.5 It is the sender's responsibility to keep a record of the sending of any such communication. These records must be available for the inspection of any of the other parties whenever required.
- 3.6 If either the Complainant or Respondent receives a notification that a communication sent by them to the other Party has not been received, it must immediately inform the Provider. Subsequent to this, all communication concerning a Proceeding will be conducted as instructed by Provider.
- 3.7 Either Party may update its contact details by notifying the Provider, which shall then inform the other Party and the Panel (if a Panel has been appointed).
- 3.8 Except as otherwise provided in these Rules, all time periods calculated herein shall begin to run on the earliest date that the communication is deemed to have reached its recipient in Rule 3.1.

#### **4. The Complaint**

- 4.1 In order to initiate a Proceeding, a Complaint must be submitted to the Provider in accordance with the Policy and Rules. The Complaint must be submitted in :-
  - (i) electronic form; and
  - (ii) hard copy, by registered post, courier or hand delivery.
- 4.2 The Complaint must:-
  - (i) provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Complainant;
  - (ii) subject to Rule 3.1, specify a preferred method for communications and the Complainant's contact person, if any;
  - (iii) state whether the Complainant chooses to have the Proceeding decided by a single-member (a Panel made up of one Panellist) or three-member Panel (a Panel made up of three Panellists) and, in the event the Complainant opts for a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to

serve as one of the Panellists (the Complainant will choose its candidates from the Provider's list of Panellists);

- (iv) provide the name of the Respondent and any other relevant information (including the Respondent's postal address, telephone and facsimile numbers and electronic-mail address), which will be able to assist the Provider in sending the Complaint to the Respondent;
- (v) specify the domain name(s) which is/are in dispute;
- (vi) specify the trade mark(s) or service mark(s) on which the Complaint is based and for each mark, describe the goods or services to which it relates;
- (vii) specify the remedies sought;
- (viii) identify any legal proceedings which involve the domain name(s) that may have been commenced or terminated by the Complainant;
- (ix) state that the Complainant agrees to be bound by the exclusive jurisdiction of the Malaysian Courts in relation to any Court proceedings commenced by either Party in respect of the disputed domain name or where arbitration proceedings are commenced, that the Complainant agrees to comply with either the Arbitration Act 2005 or the Rules of the Regional Centre for Arbitration at Kuala Lumpur, as the case may be; and
- (x) end the Complaint with the following statement and the signature of the Complainant:-

*"The Complainant agrees that its claims and remedies concerning the registration or use of the domain name, the domain name dispute or its resolution shall be solely against the Respondent and accordingly, the Complainant waives all other claims and remedies against MYNIC, the Provider and its Panellists, as well as their respective officers and employees, except in the case of fraud or deliberate wrongdoing."*

*"Further thereto, the Complainant certifies that the information contained in this Complaint is, to the best of the Complainant's knowledge, complete, current, accurate and true, that this Complaint is not being presented for any improper purpose and that the assertions in this Complaint are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."*

*"The Complainant, in consideration of this domain name dispute resolution procedure made available by MYNIC, hereby agrees and acknowledges to be bound by the provisions set out in MYNIC's Domain Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider ("Policy and Rules"). Further*

*thereto and also in consideration of the said domain name dispute resolution procedure made available by MYNIC, the Complainant agrees, acknowledges and undertakes to indemnify MYNIC, its officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against MYNIC as a direct or indirect result of the domain name dispute or pursuant to the Policy and Rules.”*

- 4.3 The Complaint must also state the grounds on which it is made, specifically:-
- (i) the manner in which the domain name(s) is/are identical or confusingly similar to a trade mark or service mark in which the Complainant has rights; and
  - (ii) why the domain name(s) should be considered as having been registered and/or used by the Respondent in bad faith.

(This portion of the Complaint shall comply with any word or page limit set forth in the Supplemental Rules.)

- 4.4 All relevant documents and evidence which the Complainant is relying on should be attached to the Complaint, together with a schedule indexing the same and, as far as possible should be submitted in electronic form as well.
- 4.5 The Complainant must then pay the Provider the Fees stated in Rule 21 within five (5) Working days after it has submitted the Complaint to the Provider.
- 4.6 The Complainant may also submit a Complaint to the Provider in respect of more than one domain name but only if these other domain names were registered by the same Respondent.

## **5. Notification of the Complaint**

- 5.1 When the Provider receives the Complaint from the Complainant, the Provider must review the Complaint to make sure that it is complete and complies with the requirements of the Policy and Rules.
- 5.2 Where the Provider finds that the Complaint is complete and in compliance with the Policy and Rules, the Provider will send the Complaint to the Respondent within three (3) Working days after the Provider has received payment of the Fees stated in Rule 4.5.
- 5.3 The Provider is responsible for taking all reasonable steps to make sure that the Respondent receives the Complaint. The Provider shall use the following measures to discharge this responsibility:-
- (i) sending the Complaint to all postal-mail and facsimile addresses of the registrant, administrative contact, technical contact and billing contact of the registered domain name holder as stated in MYNIC's publicly accessible database of domain name information; and

- (ii) sending the Complaint in electronic form by e-mail to:-
  - (a) the electronic-mail addresses of those administrative, technical and billing contacts;
  - (b) postmaster@<the contested domain name>; and
  - (c) if the domain name (or "www." followed by the domain name) leads to a web page (but not a web page which is used for parking domain names), any electronic-mail address which is shown or linked to that web page; and
- (iii) to the extent practicable, as determined at the sole discretion of the Provider, by sending the Complaint to all other addresses provided to the Provider by the Complainant under Rule 4.2(iv).

5.4 Where the Provider finds that the Complaint is incomplete or is not in compliance with the Policy and Rules, the Provider will notify the Complainant accordingly. The Complainant then has five (5) Working days to make the necessary corrections to the Complaint. If the Complainant is unable to do so or where the Complainant fails to make payment of the Fees stated in Rule 21, the Complaint will be considered to have been withdrawn without prejudice to the right of the Complainant to submit a fresh Complaint in respect of the same domain name. In such cases, the administrative fee will be retained by the Provider while the Proceeding fee will be refunded to the Complainant.

5.5 Further to Rule 5.4, the Provider shall make the refund stated therein within seven (7) Working days from the date the Provider determines that a refund is required and in any case, no later than one (1) month from the date the Provider receives payment of the Fees from the Complainant.

5.6 The Proceeding will commence when the Respondent is considered to have received the Complaint from the Provider under any of the modes stated in Rule 3.1, whichever being the earliest. The Provider will also inform the Parties and MYNIC of the date of commencement of the Proceeding.

## **6. The Response**

6.1 The Respondent has fifteen (15) Working days from the date the Proceeding commences to submit its Response to the Provider in:-

- (i) electronic form; and
- (ii) hard copy, by registered post, courier or hand delivery.

6.2 The Response must respond specifically to the Complainant's allegations in the Complaint and specify the reasons why the Respondent should be allowed to keep the registration and use of the domain name(s) and why the

Respondent should not be found to have registered and/or used the domain name in bad faith. For this purpose, the Respondent may, among others, raise circumstances establishing that it has rights and legitimate interests in the domain name as elaborated upon in Paragraph 7 of MYNIC's Domain Name Dispute Resolution Policy.

(This portion of the Response shall comply with any word or page limit set forth in the Supplemental Rules.)

6.3 The Response must also

- (i) provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Respondent;
- (ii) subject to Rule 3.1, specify a preferred method for communications and the Respondent's contact person, if any;
- (iii) in the case where the Complainant has opted to have the Proceeding decided by a single-member Panel, state whether the Respondent chooses to have the Proceeding decided by a three-member Panel;
- (iv) in the case where either the Complainant or the Respondent has opted to have the Proceeding decided by a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panellists (the Respondent will choose its candidates from the Provider's list of Panellists);
- (v) identify any legal proceedings which involve the domain name(s) that may have been commenced or terminated by any party;
- (vi) state that the Respondent agrees to be bound by the exclusive jurisdiction of the Malaysian Courts in relation to any Court proceedings commenced by either Party in respect of the disputed domain name or where arbitration proceedings are commenced, that the Complainant agrees to comply with either the Arbitration Act 2005 or the Rules of the Regional Centre for Arbitration at Kuala Lumpur, as the case may be; and
- (vii) end the Response with the following statement and the signature of the Respondent:-

*"The Respondent certifies that the information contained in this Response is, to the best of the Respondent's knowledge, complete, current, accurate and true and that the assertions in this Response are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument".*

*"The Respondent hereby agrees and acknowledges to be bound by the provisions set out in the Registration Agreement, MYNIC's Domain*



*Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider ("Policy and Rules"). Further thereto and for the avoidance of doubt, the Respondent further agrees, acknowledges and undertakes to indemnify MYNIC, its officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against MYNIC as a direct or indirect result of the domain name dispute or pursuant to the Policy and Rules."*

- 6.4 All relevant documents and evidence on which the Respondent is relying should be attached to the Response, together with a schedule indexing the same and, as far as possible should be submitted in electronic form as well.
- 6.5 If the Complainant had originally chosen a single-member Panel to decide the Proceeding but the Respondent chooses a three-member Panel instead, the Respondent must pay half (1/2) of the Fees for the three-member Panel. The Respondent must make this payment within the fifteen (15) Working days stated in Rule 6.1 and if the Provider does not receive the Respondent's payment by the end of the fifteen (15) Working days stated in Rule 6.1, the Proceeding will be decided by a single-member Panel only.
- 6.6 Where there are exceptional circumstances, the Respondent may request the Provider for more time to submit its Response but only if the Respondent supplies the Provider with an explanation or evidence of these exceptional circumstances. The Provider has the sole discretion to decide whether to give the Respondent more time to submit its Response. Although the Parties may come to an agreement in writing that the Respondent should be given more time to submit its Response, the agreement will have no effect unless the Provider approves it.
- 6.7 Unless there are exceptional circumstances; if the Respondent does not submit a Response, the Panel will decide the Proceeding based on the Complaint.

## **7. Reply**

- 7.1 Once the Response has been submitted to the Provider and sent to the Complainant by the Provider, the Complainant then has five (5) Working days to:
- (i) submit its Reply to the Provider, if any; and/or
  - (ii) in the case where the Complainant had initially chosen to have the Proceeding decided by a single-member Panel but the Respondent subsequently chose to have the Proceeding decided by a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panellists (the Complainant will choose their candidates from the Provider's list of Panellists),

in both electronic form and in hard copy (by registered post, courier or hand delivery).

- 7.2 The Reply must comply with the relevant provisions of Rule 4. The Reply may only answer the allegations made by the Respondent in the Response and must not raise any new issues whatsoever.
- 7.3 The Reply shall comply with any word or page limit set forth in the Supplemental Rules.

## **8. Appointment of the Panel**

- 8.1 Each Provider must maintain and publish a list of its Panellists on its web site. The list must specify the relevant qualifications and contact details of the Panellists.
- 8.2 In the event that neither Party opts for a three-member Panel, the Provider will randomly appoint a single Panellist to decide the Proceeding within five (5) Working days after it has received the Response or Reply, as applicable, or after the lapse of the time period for the submission of the Response or Reply, as the case may be.
- 8.3 Where either Party has opted for a three-member Panel, the Provider will randomly appoint a Panellist from each Party's choice of candidates. The third Panellist will be appointed by the Provider.
- 8.4 Where either Party has opted for a three-member Panel and a Party does not provide the Provider with its choice of candidates or where the Provider does not receive the same by the end of the applicable period, the Provider will randomly choose a Panellist for that Party.
- 8.5 The Provider will choose the Panellists to make up the three-member Panel within five (5) Working days after the date the Provider should have received the Parties' choice of candidates.
- 8.6 Once the Panel is appointed, the Provider will inform the Parties of the names of the chosen Panellist(s).
- 8.7 If the Complainant chooses a three-member Panel, the Complainant must bear all the Fees in the Proceeding. However, where the Complainant had originally chosen a single-member Panel but the Respondent then chooses a three-member Panel, the Fees will then be shared equally between the Parties.

## **9. Impartiality & independence of the Panellist**

- 9.1 Each Panellist must be impartial and independent. Before accepting any appointment, the Panellist must inform the Provider of any circumstances or facts which may raise justifiable doubts as to the Panellist's impartiality or independence. The Panellist and/or either of the Parties, as the case may be,

must also immediately inform the Provider if they discover such circumstances or facts during a Proceeding.

- 9.2 If the Provider finds that such justifiable doubts are warranted, whether raised by the Panellist in question, another Panellist in the Panel or any of the Parties in a Proceeding, the Provider will remove the current Panel and appoint a new Panel in the same manner specified in Rule 8. Where the Panellist in question was sitting in a three-member Panel, the Provider has the discretion whether or not to dissolve and replace the entire three-member Panel or to remove the Panellist(s) in question and reappoint a replacement Panellist(s).
- 9.3 For the purposes of Rule 9.1, each Panellist appointed to sit in a Panel must supply the Provider with a Declaration of Impartiality and Independence. This Declaration will be evidence of the Panellist's impartiality and independence in deciding a Proceeding.

**10. Communication between the Parties and the Panel**

- 10.1 Neither Party may unilaterally initiate any communication with the Panel.
- 10.2 Any communication between the Panel and a Party or vice versa must be forwarded to the other Party and the Provider in the same manner and at the same time the communication is made.

**11. Transmission of the file to the Panel**

- 11.1 The Provider will forward the file containing the relevant documents received from the Parties to the Panel once the Panel is appointed.

**12. General powers & conduct of the Panel**

- 12.1 The Panel must conduct the Proceeding in compliance with the Policy and Rules. The Panel must also make sure that the Parties are treated fairly and that each Party is provided with a fair opportunity to present its case.
- 12.2 The Panel must make sure that the Proceeding runs smoothly and efficiently. In exceptional circumstances, where requested by the Parties or as determined to be necessary by the Panel, the Panel has the right and discretion to extend any time periods stated in the Policy and Rules and where it does so, it will inform the Provider, who will in turn inform the Parties accordingly.
- 12.3 The Panel will decide whether the evidence presented by the Parties is admissible. If the evidence is admissible, the Panel will then decide on the relevance and importance of such evidence.
- 12.4 The Panel also has the right and discretion to decide whether to consolidate multiple Proceedings into a single Proceeding in accordance with the Policy and Rules.

**13. Language of the Proceeding**

- 13.1 The Proceeding must be conducted in Bahasa Melayu and/or the English Language.
- 13.2 The Panel, however, has the right and discretion to accept any evidence in languages other than Bahasa Melayu or the English Language. However, such evidence must be accompanied by a duly certified translation of the entire or relevant portion of the evidence in either Bahasa Melayu or the English Language.

**14. Further Statements**

- 14.1 The Panel has the right and discretion to request for further statements or documents from either Party through the Provider and to take such further statements or documents into consideration.

**15. In-Person Hearings**

- 15.1 No in-person hearings (including hearings by way of telephone conference, video conference and web conference) are allowed. However, in exceptional circumstances, the Panel has the right and discretion to allow and conduct in-person hearings if the Panel decides that it is necessary to do so but only when both Parties are present.

**16. Default**

- 16.1 In the event that a Party does not comply with the time periods in the Policy and Rules or the time periods of the Panel, the Panel must proceed to a decision on the Proceeding unless there are any exceptional circumstances.
- 16.2 Where a Party does not comply with any request made by the Panel or any provision or requirement of the Policy and Rules, the Panel may draw inferences from it as the Panel considers appropriate unless there are any exceptional circumstances.

**17. Decision of the Panel**

- 17.1 The Panel will decide a Proceeding based on the documents and evidence submitted by the Parties, the Policy and Rules as well as any other rules and principles of law which are applied in Malaysia. For the avoidance of doubt, the decisions of other Panels in previous Proceedings or other domain name dispute cases are not binding precedent and should not be treated as such.
- 17.2 If the Panel decides in favour of the Complainant, the Panel may order that the Respondent's registration of the domain name be transferred to the Complainant or deleted. The Panel is not allowed to make any other order such as an award of damages or a payment of compensation.

- 17.3 Barring any exceptional circumstances, the Panel will forward its decision to the Provider within fourteen (14) Working days after it has received the file in Rule 11.1.
- 17.4 In the case of a three-member Panel, the decision of the Panel shall be by majority.
- 17.5 The Panel's decision must be in writing. It must state the reasons on which the Panel's decision is based, the date of the decision and the name(s) of the Panellist(s) deciding the Proceeding.
- 17.6 The decision of the Panel (including the dissenting opinions of any Panellist) must comply with the Supplemental Rules. Any dissenting opinions must also accompany the majority decision.
- 17.7 If the Panel finds that the domain name dispute does not fall within the scope of MYNIC's Domain Name Dispute Resolution Policy, the Panel must state so.
- 17.8 If the Panel finds that the Complaint was brought in bad faith, for example, in an attempt at Reverse Domain Name Hijacking or to harass the Respondent, the Panel must declare the same in its decision.

**18. Communication of the decision to the Parties & publication of the decision**

- 18.1 The Provider must inform the Parties and MYNIC of the decision within three (3) Working days after it receives the decision from the Panel. The Provider will also inform the Parties and MYNIC of the date when the decision is to be implemented, where applicable, subject to Paragraph 14 of MYNIC's Domain Name Dispute Resolution Policy.
- 18.2 The decision of the Panel must be published and made accessible to the public on the web site of the Provider.
- 18.3 A Proceeding will be considered to have concluded when the Provider informs MYNIC of its outcome, whether it is decided upon by the Panel or otherwise terminated in accordance with the Policy and Rules.

**19. Settlement or other grounds for termination**

- 19.1 The Parties must immediately inform the Provider if they agree to settle the domain name dispute before the Panel is appointed, or where the Panel has been appointed, inform the Provider and the Panel of the same before the Panel comes to a decision. The Parties must also supply the Provider and the Panel (where appointed), with a written and signed agreement indicating the settlement. Once the Provider and the Panel (where appointed), receive this agreement, the Proceeding will be terminated and the Provider will inform the Parties and MYNIC of the same.

19.2 If at any time after the Panel is appointed, the Panel finds that it is unnecessary or impossible to continue with the Proceeding, the Panel will inform the Parties that the Proceeding is to be terminated and the reasons therefor. Either Party may then object to the termination of the Proceeding but must do so within a reasonable time period as set by the Panel. If the objections raised are not acceptable or no objections are raised at the end of the said time period, the Panel will proceed to terminate the Proceeding.

19.3 Where a Proceeding is terminated by:-

- (i) the Panel, the Panel will inform the Provider of the same and the reasons therefor and thereupon, the Provider will inform MYNIC and the Parties accordingly;
- (ii) the Provider, the Provider will inform MYNIC and the Parties of the same and the reasons therefor accordingly.

**20. Effect of Court action or any other alternative dispute resolution process**

20.1 If any Court action or any other alternative dispute resolution process is initiated before or during a Proceeding in respect of the domain name(s), the Panel has the right and discretion to suspend or terminate the Proceeding or to continue with the Proceeding.

**21. Fees**

21.1 The Complainant must pay the Provider the Fees for the single-member Panel or three-member Panel, as applicable, within five (5) Working days from its submission of the Complaint to the Provider. If the Complainant does not do so, the Complaint will be considered withdrawn.

21.2 Where the Respondent chooses a three-member Panel in Rule 6.3(iii), the Respondent must pay for half (1/2) of the Fee for the three-member Panel within the fifteen (15) Working days stated in Rule 6.1. In all other cases, the Complainant must bear all of the Fees. However, in exceptional circumstances, for example, where an in-person hearing is held, the calculation and payment of the relevant fees may be agreed by the Parties.

21.3 The Provider will not take any action on the Complaint or commence a Proceeding unless it receives payment of the Fees stated in Rule 21.1 from the Complainant.

21.4 For the avoidance of doubt, any payment made by any of the Parties to the Provider pursuant to these Rules, shall only be considered to have been received by the Provider when the payment is credited to the Provider's account.

21.5 If a Proceeding is withdrawn by the Complainant at any time before a Panel has been appointed, the Provider will retain the administrative fee and refund the Parties the Proceeding fee paid for the Proceeding.

21.6 Further to Rule 21.5, the Provider shall make the refund stated therein within seven (7) Working days from the date the Proceeding is withdrawn by the Complainant. No refund will be made whatsoever once a Panel has been appointed.

21.7 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 shall be established in agreement with the Parties and the Panel. Further, such fees are to be paid in such time and in such proportions as between the Parties, as the Provider determines in its sole discretion.

## **22. Limitation of liability**

22.1 Except and only in cases of deliberate wrongdoing, neither the Provider nor the Panel will be liable to any Party for the acts, omissions or negligence on their part or that of their Employees in connection with a Proceeding or any matters relating thereto.

22.2 Further thereto and notwithstanding anything contained herein, MYNIC shall not, under any circumstances whatsoever, be liable to either Party or any other third party for its acts, omissions or negligence or that of its Employees in connection with a Proceeding as well as any matters relating thereto or resulting therefrom.

## **23. Indemnity**

23.1 The Parties, jointly and severally, undertake to indemnify MYNIC and its Employees for any damages or losses which they have suffered or will suffer as a result of any claims or actions, including but not limited to those based on intellectual property rights such as trade mark infringement and copyright infringement, passing-off, injury to business goodwill and reputation, which are brought against MYNIC as a direct or indirect result of the disputed domain name or pursuant to the Policy and Rules.

23.2 Further to Rule 23.1, the Parties agree that MYNIC reserves the sole rights and discretion as to which Party to claim an indemnity against and for the avoidance of doubt, where a claim for indemnity is brought by MYNIC against one Party, such claim shall not pre-empt, extinguish or limit MYNIC's rights and discretion to claim an indemnity against the other Party. MYNIC shall also be entitled to exercise its rights and discretion to claim an indemnity against the Parties in any order or concurrently and MYNIC's delay or failure to exercise its said rights and/or discretion herein shall not be deemed as a waiver of the same.

## **24. Amendments**

24.1 The version of these Rules which are in force when the Complaint is submitted to the Provider will govern the Proceeding.

24.2 MYNIC may amend these Rules from time to time as it considers fit. The amended Rules will be posted on MYNIC's web site at least one (1) month before becoming effective except where circumstances beyond the control of MYNIC prevent it from doing so.

**25. Miscellaneous**

25.1 Words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership incorporated or unincorporated and vice versa.

25.2 Words importing any gender shall include any other gender.

25.3 Words importing the singular number shall include the plural number and vice versa, including the definitions referred to in Rule 2.1 herein.