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Agreement For Registration Of Domain Name

IMPORTANT: Before submitting the Domain Name Registration Form to domreg@mynic.net.my and/or renewing the registration of a .my domain name, you (hereinafter referred to as the "Registrant") are requested to read this Agreement and MYNIC's applicable rules, policies and procedures, including but not limited to the Fees Schedule, Supporting Documents and MYNIC's domain name dispute resolution policies and rules.

This Agreement sets forth the terms and conditions which govern the registration and/or renewal of the registration of a .my domain name. This Agreement is to be read together with MYNIC's applicable rules, policies and procedures, including but not limited to the Fees Schedule, Supporting Documents and MYNIC's domain name dispute resolution policies and rules, as amended and supplemented by MYNIC from time to time.

By submitting the Domain Name Registration Form to domreg@mynic.net.my and/or registering/using the .my domain name, the Registrant confirms that the Registrant has read, understood, accepted and agreed to be bound by all the terms and conditions of this Agreement and MYNIC's applicable rules, policies and procedures, as amended and supplemented by MYNIC from time to time.

The Agreement shall come into force on the Registration Date and shall continue in full force during the subsistence of the registration of the domain name.

1. Definitions

For the purposes of this Agreement, the following definitions shall apply:-

1.1 "Administrative Contact" means the person stated to be so in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC);

1.2 "Billing Contact" means the person stated to be so in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC);

1.3 "Fees" means the fees detailed in the Fees Schedule, including the registration fee and renewal fee and such other fees as may be imposed by MYNIC from time to time;

1.4 "[Fees Schedule](#)" means the schedule outlining the Fees and other charges payable by the Registrant, as may be varied by MYNIC from time to time;

1.5 "MYNIC" (i.e. Malaysian Network Information Centre) means MYNIC Berhad (735031-H);

1.6 "Registrant" means the person that has applied for the domain name, as stated in the application form and/or an existing registrant who maintains the registration of a domain name with MYNIC;

1.7 "Registration Date" means the date the domain name is registered by MYNIC; and

1.8 "Technical Contact" means the person stated to be so in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC).

2. The Registrant agrees:

2.1 that registration of domain names is on a 'first come, first served' basis;

2.2 to ensure timely payment of the Fees;

2.3 to the disclosure of the Registration Date and the information provided by the Registrant to MYNIC in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC) from time to time, such as the relevant domain name, the Registrant's name, telephone number, facsimile number, e-mail address and other contact persons' details, by MYNIC in a publicly accessible database;

2.4 that the Registrant does not own the registered domain name;

2.5 to provide and to keep MYNIC updated with complete, correct and accurate information at all times;

2.6 that it is not the duty nor responsibility of MYNIC to screen requested domain names to determine whether the Registrant is entitled to register or have any rights in the domain name or whether the domain name may infringe upon the right(s) of a third party;

2.7 to be bound by MYNIC's relevant applicable domain name dispute resolution policies in resolving any dispute between parties initiated in accordance with the then current version of the same found at [About MYDRP](#) over the rights to register and use the domain name;

2.8 that any dispute between parties over the rights to use a registered domain name is to be resolved by the contending parties without making MYNIC a party to the same, whether initiated in accordance with MYNIC's relevant applicable domain name dispute resolution policies or otherwise; and

2.9 that MYNIC does not act as an arbiter of disputes.

3. The Registrant represents and warrants that:

3.1 the Registrant is a person who qualifies to register the domain name as stated in the [Supporting Documents](#);

3.2 it is the sole responsibility of the Registrant to ensure the suitability of the persons to act as the Administrative Contact, Billing Contact and Technical Contact as stated in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC) from time to time;

3.3 the domain name applied for does not infringe any registered or unregistered trademark or any other intellectual property rights of a third party;

3.4 all information in the application form submitted to MYNIC is complete, correct and accurate;

3.5 the domain name applied for is in no event scandalous, indecent, obscene or offensive, whether directly or indirectly;

3.6 the registration or use of the domain name is not for any illegal and/or unlawful purposes, and does not infringe the rights of any party; and

3.7 the domain name applied for is valid and in compliance with all relevant applicable laws.

4. Fees and Invoices

4.1 All Fees related to the domain name are as per the [Fees Schedule](#).

4.2 All Fees are non-refundable.

4.3 All invoices will be sent to the Billing Contact, who receives it on behalf of the Registrant, and in such manner (whether by post, fax or e-mail) as stated in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC) from time to time.

4.4 If payment is not made within the time stipulated in the [Fees Schedule](#), MYNIC may,

4.4.1 suspend the domain name of the Registrant and the Registrant shall pay additional charges for reinstatement of the domain name; and/or

4.4.2 delete the domain name of the Registrant and at MYNIC's sole right and discretion, make available to the public the deleted domain name. In the event the Registrant wishes to register for the deleted domain name, the Registrant shall submit a new application.

4.5 MYNIC shall be entitled to impose reasonable late payment charges on any late payment of the Fees.

5. MYNIC'S RIGHTS:

5.1 MYNIC reserves the right to reject any application for a domain name to be registered without giving any reason therefore;

5.2 MYNIC shall not be responsible for any content associated with or any use connected to the domain name of the Registrant;

5.3 MYNIC shall not be responsible for the use of any domain name which infringes any trademark, registered or unregistered, or any rights to the name forming the domain name in any other context;

5.4 MYNIC reserves the right to suspend or delete the domain name and terminate the Agreement at any time with prior notice to the Registrant in the event --

5.4.1 the Fees are not paid pursuant to section 4.4;

5.4.2 MYNIC finds any of the information supplied to MYNIC by the Registrant, Administrative Contact, Billing Contact or Technical Contact to be incomplete, incorrect or inaccurate; or

5.4.3 MYNIC, in its sole and absolute opinion, finds the domain name or the use of the domain name to be undesirable;

5.4.4 MYNIC, in its sole and absolute opinion, finds that the registration of the domain name has been obtained based on or otherwise involves the provision of false or misleading information; or

5.4.5 the Registrant breaches any of the terms and conditions of this agreement or of MYNIC'S applicable rules, policies and procedures, as may be amended by MYNIC from time to time;

5.5 MYNIC reserves the right to delete or transfer the domain name and terminate the Agreement at any time without prior notice, in complying with a decision made in accordance with MYNIC's relevant applicable domain name dispute resolution policies, the Arbitration Act 2005 or the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration, or a court order in Malaysia, as the case may be-;

5.6 MYNIC reserves the right to make available to the public the domain name upon its deletion.

5.7 Notwithstanding anything herein, the Registrant agrees that it is a condition of this Agreement that MYNIC shall have the right to reverse or suspend or delete the registration of a domain name where it deems it necessary in its sole and absolute opinion to do so, without giving any reason and/or notice therefor.

6. Termination by the Registrant

The Registrant may terminate this Agreement with MYNIC by submitting the relevant current application form, for the transfer or deletion of the domain name (in

accordance with the procedures prescribed by MYNIC).

7. Disclaimer

7.1 The Registrant agrees that MYNIC will not be liable for any damage, liability, loss, costs, charges and expenses due to or related to registration of, application of, deletion of, suspension of, transfer of, reverse transfer of and/or use of Registrant's domain name, or for interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind (including loss of profits) regardless of the form of actions, cause of actions, suits, claims and demands whether in contract, tort (including negligence), or otherwise, even if MYNIC has been advised of the possibility of such damages. Notwithstanding the foregoing, in the event MYNIC is found to be liable under this Agreement, in no event shall MYNIC's aggregate liability under the terms and conditions of this Agreement or otherwise (including negligence) exceed the cumulative total of the Fees paid by the Registrant.

7.2 The Registrant agrees that all conditions and warranties which would otherwise be implied into this Agreement are hereby excluded to the fullest extent permissible by law.

8. Indemnity

The Registrant agrees to indemnify and hold and save harmless MYNIC, against any and all actions, causes of action, suits, claims and demands of any nature or kind as well as from and against any and all damages, liabilities, losses, costs, charges and expenses including reasonable legal fees resulting from the Registrant's breach of the terms and conditions of this Agreement, registration of, application of, transfer of and/or use of the domain name.

9. Assignment

The Registrant consents to MYNIC assigning all rights and obligations of MYNIC contained herein if the assignee agrees to be bound by or assume the obligations imposed on MYNIC herein. The Registrant shall not assign the rights and obligations of the Registrant contained herein to any party.

10. Notice

Unless stated otherwise in this Agreement, any notice in relation to the Agreement herein shall be deemed to be served if delivered by hand, sent by Registered Post, fax or e-mail; to the party to whom it is given at its last known postal address, fax number or e-mail address. The notice will be effective if -

10.1 delivered by hand, upon written acknowledgement of receipt by the receiving party or its duly authorized employee, representative or agent; or

10.2 sent by Registered Post, on the fifth (5th) day after posting; or

10.3 sent by fax or e-mail, upon the transmitting equipment confirming dispatch of the notice as evidenced by the records of the transmitting equipment.

11. Amendment

The terms and conditions herein are subject to change from time to time by MYNIC without any prior written notice, except where otherwise specified, to the Registrant and the revised terms and conditions shall bind the Registrant from the date such change is effected.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Registrant and MYNIC submit to the exclusive jurisdiction of the courts of Malaysia.

13. Miscellaneous

13.1 Non-Waiver. No failure or delay on the part of any party in exercising nor any omission to exercise any right, power, privilege or remedy under this Agreement upon any default on the part of the other party shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any party in respect of any default, affect or impair any right, power, privilege or remedy of the other party in respect of any other or subsequent default.

13.2 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

13.3 Entire Agreement. This Agreement (including MYNIC's applicable rules, policies and procedures), as amended and supplemented by MYNIC from time to time, contains the entire understanding between the Registrant and MYNIC with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written made between the parties hereto.

This document is subject to change by MYNIC from time to time without any prior written notice.

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