

HONG KONG INTERNATIONAL ARBITRATION CENTRE SUPPLEMENTAL RULES TO CNNIC CCTLD DISPUTE RESOLUTION POLICY

THE SUPPLEMENTAL RULES (IN EFFECT AS OF 21 November 2014)

Article 1. Definitions

1. "The Rules" refer to the Rules for CNNIC ccTLD Dispute Resolution Policy Rules as approved and implemented by CNNIC on 21 November 2014.
2. "The Policy" refers to CNNIC ccTLD Dispute Resolution Policy as approved and implemented by CNNIC on 21 November 2014.
3. "The Supplemental Rules" mean these Rules which are Supplemental to the Policy and are adopted by Hong Kong International Arbitration Centre (HKIAC) to assess Complaints regarding Domain Name Dispute and administer proceedings in conformity with "the Rules" and where required supplement them.
4. "The Centre" refers to The Hong Kong International Arbitration Centre (HKIAC).
5. Any terms defined in the Rules shall have the same meaning in these Supplemental Rules.

Article 2. Scope

1. The Supplemental Rules are to be read and used in connection with the Policy and the Rules.
2. Any Complaint submitted to the Centre shall abide by the Policy, the Rules and the Supplemental Rules.

Article 3. Communications between Parties and the Centre

Unless otherwise agreed beforehand with the Centre, any submission that may or is required to be made to the Centre pursuant to the Rules, the Policy and the Supplemental Rules may be made electronically via the Internet, provided that a record of its transmission is available. For any electronic communications to the Centre, the email address cndomain@hkiac.org shall be used.

Article 4. Communications Between Parties and the Panel

1. Where a Party intends to send any communications which are required to be made to the Panelist(s), it shall be addressed through the case administrator designated by

the Centre. No party may have any unilateral communications with any member of the Panel.

2. Where a Party sends any communications 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.

Article 5. The Complaint

1. The Complaint filed by the Complainant to the Centre shall be submitted in electronic form (except to the extent not available for annexes), and the uniform standard format set out by the Centre shall be adopted.
2. The Complainant shall be required to send its Complaint to the Centre in accordance with "the Complainant Filing Guidelines", using Form C_CN under the cover of the "Complaint Transmittal Coversheet" (CTC) which are set out and posted on the Centre's website www.hkiac.org.
3. In accordance with Article 14 of the Rules, the Centre shall forward the Complaint to the Respondent(s) following receipt of the fixed initial fee by the Complainant.
4. The case proceedings shall be deemed to have commenced on the date that the Centre forwards the Complaint to the Respondent(s).

Article 6. The Response

1. Within twenty (20) days of the date of commencement of the case proceedings, the Respondent shall submit a Response to the Centre.
2. The Response submitted by the Respondent to the Centre shall be submitted in electronic form (except to the extent not available for annexes), and the uniform standard format set out by the Centre shall be adopted.
3. The Respondent shall be required to send its Response to the Centre in accordance with "the Response Filing Guidelines", using Form R_CN which is set out and posted on the Centre's website www.hkiac.org.
4. In accordance with Article 4 and Article 18(7) of the Rules, the Respondent shall provide a copy of the Response to the Complainant(s).

Article 7. The Centre's Compliance Review

1. The Center shall examine the Complaint for compliance with the Policy, the Rules and the Supplemental Rules.
2. If in compliance, the Centre shall forward the copy of the Complaint to the Respondent, in the manner prescribed by the Rules following receipt of the fees to be paid by the Complainant in accordance with the Rules.

3. If the Centre finds the Complaint to be administratively deficient, it shall promptly notify the Complainant of the nature of the deficiencies identified. The Complainant shall remedy any deficiencies identified by the Centre within the required period of time. Failing this, the case proceedings shall be deemed withdrawn in accordance with Article 14 of the Rules.

Article 8. Appointment of Panelist(s)

The Centre shall maintain and publish a list of Panelist(s) and their qualifications. Any Party may refer to the Centre's website at <http://www.hkiac.org> for details. For the panelist(s) appointment of specific case, the Centre shall appoint suitable person(s) from the list, 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.

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 the appointment, any proposed Panelist(s) shall declare in writing to the Parties and the Centre any circumstances which are 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).

Article 10. Panel Decision

1. A Panel shall make its decision in electronic form and 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 Article 40 of the Rules.

2. The Panel shall forward its decision to the Centre within fourteen (14) days of its appointment. In exceptional circumstances, the Centre may extend the time limit as required for the Panel to forward its Decision.

Article 11. Publication of Panel Decision

The Centre shall within three (3) calendar days of its receipt of a decision from the Panelist(s) submit the decision to the Parties, the concerned Registrar(s) and CNNIC via email. Unless the Panel determines otherwise, the Centre shall publish the full decision on the Centre's website.

Listing:

- a. the case number;
- b. the Domain Name that is in dispute and is the subject of a Complaint;
- c. the names of the Complainant and the Respondent;
- d. the decision rendered by the Panelist(s);
- e. the publishing date of the Decision.

Article 12. Correction of Panel Decision

1. Within seven (7) days of receiving the decision, a Party may by written notice to the Centre and the other Party requests 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 electronic form and in hard copy to the Parties and shall become a part of the decision.
2. The Panel may correct any errors on its own initiative of the type referred to in Article 12(1) within seven (7) days of the date of the decision being rendered.

Article 13. Limits on Description of Written Statements

1. In accordance with Article 12(ix) and Article 18(i) of the Rules, the (maximum) word limit in the part of "Facts and Legal Grounds" in the Complaint and Response shall be 3,000 words respectively. Parties are required to observe this as the Panel in its own discretion shall have liberty to ignore those words exceeding the maximum stated limit.
2. In accordance with Article 39 and 40 of the Rules, the Panel in its own discretion shall have liberty to determine the length of its Decision. There shall be no set word limit of the Panel's Decision.

Article 14. Appointment of Case Administrator

1. Upon acceptance of the Complaint, the Centre shall appoint a member of its staff who shall be the Case Administrator and shall be responsible for the procedural matters relating to the dispute. The Case Administrator shall provide administrative assistance to the Panel, but shall have no authority to decide matters of a substantive nature concerning the domain name dispute.
2. Communication between the Panelist(s) and the Parties shall be coordinated through the Case Administrator.

Article 15. Fees (RMB)

1. The applicable fees for documents-only administrative procedure are specified as follows:-

Panel	Domain Name Number	Total Fees	Administration Fee	Fee for Panelists
Single Panelist	1	8,000	4,000	4,000
	2 to 5	12,000	6,000	6,000
	6 to 10	16,000	8,000	8,000
	10 or more	(to be determined by HKIAC)	(to be determined by HKIAC)	(to be determined by HKIAC)
Three Panelists	1	14,000	6,000	8,000 Presiding Panelist: 4,000 Each Co-Panelist: 2,000
	2 to 5	20,000	8,000	12,000 Presiding Panelist: 6,000 Each Co-Panelist: 3,000
	6 to 10	24,000	9,000	15,000 Presiding Panelist: 7,000 Each Co-Panelist: 4,000
	10 or more	(to be determined by HKIAC)	(to be determined by HKIAC)	(to be determined by HKIAC)

2. Within eight (8) days after submitting the Complaint to the Centre, the Complainant shall, based on the number of the Panelists designated and the number of the disputed domain names, pay the initial fixed fees to the Centre in accordance with

the above Fee Schedule. If the Complainant fails to make the payment within ten (10) days since the submission of the Complaint, the Complaint shall be deemed withdrawn and the proceedings terminated thereupon.

3. Fees to be paid to the Centre in accordance with the Supplemental Rules may be paid by cash, cheque, telegraphic transfer or draft made payable to "Hong Kong International Arbitration Centre". Generally, all fees to be paid are in Chinese currency (RMB). If US Dollar 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 provided that the Respondent has to share the fees when the Respondent chooses to have the Complaint decided by three (3) Panelists while the Complainant has chosen one (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 shall be liable to any Party, a concerned Registrar or CNNIC 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, its officers and its staff, shall not be liable to any Party, a concerned Registrar or CNNIC 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. Amendments

Subject to the Rules and the Policy, the Centre may amend the Supplemental Rules from time to time at its sole discretion.

Article 18. Interpretation

This Supplemental Rules are subject to the interpretation of HKIAC.