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ccTLD-cn and CDN DOMAIN NAME REGISTRATION TERMS
AND CONDITIONS("CDN Agreement")
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1. GENERAL.

This domain name registration application is submitted by Customer to HKNet Company Limited ("Registrar" or "Company") for onward submission to i-DNS.net International Pte Ltd ("i-DNS.net") for the purpose of its application for registering, for its use only, the international domain name (particulars of which are stated in Company's website). Customer agrees to be bound by the terms of this CDN Agreement and the regulatory policies and rules released by competent state authorities in the People's Republic of China ("PRC"), such as the Ministry of Information Industry and China Internet Network Information Centre ("CNNIC"). These include but not limit to China Internet Domain Name Regulations, CNNIC Detailed Rules of Internet Domain Name Registration Adminstration, CNNIC Domain Name Dispute Resolution Policy (these policies can be found in the website www.cnnic.cn), collectively named as "CNNIC Policies" and i-DNS.net's Domain Name Dispute Policy ("iDNS Dispute Policy") which are incorporated herein by reference. If the Order Form is received by Registrar and a domain name is activated by i-DNS.net and registered for use in Registrar's domain name database, the agreement will become effective and binding. Customer acknowledges that time is not of essence and that it may take up to six (6) weeks to process its application.

2. CHARGES AND PAYMENTS.

Customer agrees to pay Registrar the charges stated in the Order Form for the registration or renewal of Chinese Domain Name Registration. If the charges are not paid immediately upon Registrar's request, Registrar may in it sole discretion cancel its domain name registration and terminate the Entire Agreement without liability.

3. DISPUTE POLICY.

Customer agrees as a condition of this CDN Agreement that Customer shall be bound by and subject to i-DNS.net's current iDNS Dispute Policy and CNNIC's Policies stated in Clause 1. The current version of the iDNS Dispute Policy may be found at the i-DNS.net website: http://www.i-dns.net. i-DNS.net operates and maintains certain international Top Level Domain (iTLD) servers and zone files. Customer acknowledges and agrees that in the event of any dispute in relation to the registration of its domain name, such dispute shall be resolved in accordance with the iDNS Dispute Policy and CNNIC Policies and that any decision and/or resolution so reached shall be binding and final.

Customer understands that the transfer or cancellation of any domain name in dispute is not allowed when that domain name is under any judicial process, arbitration process or domain name dispute resolution process. Further, Customer agrees unconditionally to be bound by the outcome and verdict of the judicial or arbitration process conducting accordingly by i-DNS.net and/or CNNIC.

4. CHANGES OR MODIFICATIONS TO DISPUTE POLICY.

Customer acknowledges that the practice and system of domain name registrations is constantly changing and accordingly Customer agrees that i-DNS.net and CNNIC may in their sole discretions change or modify the respective iDNS Dispute Policy and CNNIC Policies at any time. Customer agrees that its maintaining the registration of a domain name after changes or modifications to the iDNS Dispute Policy and CNNIC Policies become effective constitutes its continued acceptance of these changes or modifications. Customer agrees that if Customer considers any such changes or modifications to be unacceptable, Customer's sole and exclusive remedy is to request that its registration of the domain name be cancelled and charges paid are not refundable.

5. EFFECTIVE VERSION OF DISPUTE POLICY.

Customer agrees that if the domain name registered by Customer is challenged by any third party, Customer will be subject to the provisions of the then-current specific iDNS Dispute Policy and CNNIC Policies at the time the dispute first arises.

6. AGENTS.

Customer agrees that if the application of domain name is completed by its agent, but not limited to an Internet service provider, Customer agrees that the acts of its agent are hereby authorized and Customer is bound as a principal by the Entire Agreement. Customer agrees that if Customer completes the Order Form as an agent on behalf of someone else, Customer represents that Customer has the authority to bind that person as a principal to all the terms and conditions herein and the Order Form, including the iDNS Dispute Policy and CNNIC Policies.

7. LIMITATION OF LIABILITY.

CUSTOMER AGREES THAT THE REGISTRAR, I-DNS.NET AND CNNIC, EITHER COLLECTIVELY OR SEVERALLY, SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY DAMAGE RESULTING FROM LOSS OF PROFITS, EVEN IF REGISTRAR, I-DNS.NET AND/OR CNNIC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, THAT CUSTOMER MAY INCUR IN CONNECTION WITH (A) REGISTRAR'S PROCESSING OF THE ENTIRE AGREEMENT; (B) REGISTRAR'S PROCESSING OF ANY AUTHORIZED MODIFICATION TO ITS DOMAIN NAME RECORD DURING THE COVERED PERIOD; (C) ITS FAILURE TO PAY THE APPLICABLE CHARGES; (D) THE APPLICATION OF THE PROVISIONS OF THE IDNS DISPUTE POLICY AND CNNIC POLICIES; (E) ITS USE OF ITS DOMAIN NAME REGISTRATION; (F) ANY ISSUE RELATING TO ACCESS INCLUDING, BUT NOT LIMITED TO, DELAYS OR INTERRUPTIONS; (G) MIS-DELIVERY, NON-DELIVERY, CORRUPTION, OR OTHER MODIFICATION TO DATA; (H) EVENTS BEYOND REGISTRAR'S, I-DNS.NET'S AND/OR CNNIC'S REASONABLE CONTROL INCLUDING BUT NOT LIMITED TO ACTS OF GOD; (I) UNAUTHORIZED USE OR MISUSE OF ITS DOMAIN NAME REGISTRATION; (J) ANY SUSPENSION OF ITS DOMAIN NAME REGISTRATION IN ACCORDANCE WITH THE ENTIRE AGREEMENT; AND (K) ANY DISCLOSURE OF ITS CONTACT DETAILS IN ACCORDANCE WITH THE ENTIRE AGREEMENT. WITH RESPECT TO ACCESS, CUSTOMER ACKNOWLEDGES THAT THE RESOLUTION OF ITS DOMAIN NAME REGISTRATION WITH THE APPLICABLE INTERNET PROTOCOL ADDRESSES MAY NOT ALWAYS BE POSSIBLE AS ITS PARTICULAR COMPUTER MAY NEED TO BE ENABLED FOR SUCH RESOLUTION, EITHER BY WAY OF AN ENABLED BROWSER, OR BY VIRTUE OF ITS COMPUTER OPERATING UNDER AN IDNS ENABLED INTERNET SERVICE PROVIDER. IN ANY EVENT, CUSTOMER AGREES THAT REGISTRAR, I-DNS.NET'S AND/OR CNNIC'S LIABILITY AS SET OUT HEREIN IS LIMITED TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAWS. CUSTOMER AGREES THAT IN NO EVENT SHALL THE MAXIMUM LIABILITY OF REGISTRAR, I-DNS.NET OR CNNIC UNDER THE ENTIRE AGREEMENT FOR ANY MATTER EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE ENTIRE AGREEMENT.

8. INDEMNITY.

Customer agrees to indemnify and hold harmless and at Registrar's, CNNIC's and/or i-DNS.net's option defend Registrar, CNNIC and i-DNS.net including their officers, directors, employees, contractors and agents for all liability, loss, damages, costs, legal costs and expenses, and any other expenses incurred or paid by Registrar, CNNIC and i-DNS.net arising or resulting from (a) any claim, action or demand related to the registration or use of its domain name; (b) any breach by Customer of any term, representation or warranty in the Entire Agreement; (c) or otherwise arising out of or related to the Entire Agreement.

9. BREACH.

Customer agrees that any breach by Customer of any provision of this CDN Agreement, CNNIC Policies and/or i-DNS.Net Dispute Policy, including any representations or warranties made by Customer, may be considered by Registrar and/or i-DNS.net to be a material breach. Subject to any other express term of this CDN Agreement, the CNNIC Policies or the iDNS Dispute Policy, Registrar and/or i-DNS.net may give a written notice of such breach to Customer requiring that if such breach is not rectified by Customer within thirty (30) days to the reasonable satisfaction of Registrar and/or i-DNS.net, then Registrar and/or i-DNS.net may cancel its registration of the domain name. Any such breach by Customer shall not be deemed to be excused simply because Registrar and/or i-DNS.net did not act earlier in response to any breach by Customer. Customer acknowledges that the Registrar is entitled to examine the application submitted by Customer for compliance and adherence to the regulation and (a) refuse the initial registration of or (b) at a later point in time delete, any domain name

violating the Regulation. Customer agrees that the Registrar, CNNIC or i-DNS.net, shall not be held liable for any negative or other consequences of such a refusal or deletion.

10. EFFECT OF REGISTRATION.
Customer acknowledges and agrees that Registrar processes domain name registration applications on a 'first come, first serve' basis and that its registration of a domain name entitles Customer solely to the use of, and not to own, the domain name registered. Neither Registrar nor i-DNS.net has made nor makes any determination as to the proprietary rights to a or any name. Accordingly, Customer agrees that the mere fact of a domain name registered by Registrar in its name does not confer any legal right or defense and does not confer immunity from objection to either the registration or use of the domain name. Further, Customer expressly acknowledges that any violation of this CDN Agreement, Order Form, CNNIC Policies or the IDNS Dispute Policy will result in the termination of any and all rights Customer may have to use the domain name.

11. WARRANTIES.
Customer agrees and warrants that the documents and information submitted herein are true, correct and authentic, and that any future changes to such documents and information will be provided to Registrar in a timely manner according to the procedures in place at that time. Customer further represents and warrants that the use of the domain name Customer has applied for does not directly or indirectly infringe the rights of third parties, the domain name is not registered for a malicious or illegal purpose and the use of domain name will not violate any laws or regulations. Customer agrees that breach of these warranties will constitute a material breach and entitle Registrar and/or i-DNS.net to immediately suspend and/or cancel its domain name registration. Customer agrees to bear the full liability in such an event where a competent legal authority decides that an infringerment of or damage to the rights of the third party has occurred. Customer agrees that the domain name registration services provided by Registrar is made available to Customer on an "as is" basis. Customer agrees that if the domain name is used for website of which server is or will be located in PRC, the Customer must apply the relevant Internet Cache Protocol ("ICP") number from the Ministry of Industry and Information Technology of PRC in accordance with any applicable regulatory policies and rules released by competent state authorities in PRC, and provide the ICP number to the Registrar once available. Registrar and i-DNS.net each disclaims all warranties and/or conditions, express or implied, statutory or otherwise, including but not limited to the implied warranties and conditions of title, merchantability or satisfactory quality and fitness for a particular purpose and noninfringement of third party rights. The above exclusions extend to the fullest extent permitted under any applicable law.

12. RIGHT OF REFUSAL.
Registrar reserves the right, in its sole discretion, to refuse to register any domain name requested herein. Customer agrees that the submission of a domain name pursuant to the Entire Agreement does not obligate Registrar to accept either the domain name or this CDN Agreement and that Registrar is not under any obligation to Customer to provide any reason for any such refusal. Customer agrees that neither Registrar, i-DNS.net nor CNNIC shall be liable for any loss or damages that may result from Registrar's refusal to accept either the domain name or the Entire Agreement.

13. SEVERABILITY.
Customer agrees that the terms of the Entire Agreement are severable. If any provision of the Entire Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Entire Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

14. ENTIRE AGREEMENT.
This CDN Agreement and Order Form shall together constitute the entire agreement ("Entire Agreement"). Customer agrees that this CDN Agreement, CNNIC Policies and the iDNS Dispute Policy, as may be amended by Registrar, CNNIC or i-DNS.net at any time and from time to time. This CDN Agreement, CNNIC Policies and the iDNS Dispute Policy supersede all prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, whether established by custom, practice, policy, or precedent. Customer agrees that the Entire Agreement shall not be amended by Customer unless agreed to in writing by a duly authorized representative of Registrar.

15. NON-WAIVER.
The waiver by either party of a breach of or default in respect of any provision of the Entire Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any breach or default by the other party.

16. RELATIONSHIP OF THE PARTIES.
Nothing contained in the Entire Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

17. NOTICES.
Customer agrees that any notice required to be given under the Entire Agreement by Registrar or i-DNS.net to Customer will be deemed to have been given if delivered in accordance with the contact information Customer has provided in the Order Form.

18. GOVERNING LAW.
Customer agrees that this CDN Agreement and Order Form shall be governed in all respects by and construed in accordance with the laws of Hong Kong. By submitting this CDN Agreement and the Order Form, Customer consents to the non-exclusive jurisdiction and venue of the Courts of Hong Kong.

19. DATA.
Customer acknowledges and agrees that in completing this CDN Agreement and providing its details to Registrar, Registrar, i-DNS.net and/or CNNIC may and will utilize such information to create and compile its domain name database. Customer agrees that Registrar, i-DNS.net and/or CNNIC will have complete ownership over its domain name database, whether in part or in whole, and any derivative works created from it. Customer agrees that Registrar, i-DNS.net and/or CNNIC may make available to the public such information under a look-up or WHOIS service or to third parties in Registrar's and/or i-DNS.net and/or CNNIC's sole discretion.

Customer, in good faith, attests to the authenticity, completeness and accuracy of the information provided by Customer in the submitted application process. Customer also agrees to a mutually agreed process, directly with the Registrar, to confirm any changes that need to be made to this original information at a later time. If there is any subsequent change to any of the information provided in particular, that related to the domain name management contact person, the technology contact person or the payment contact person (such as communication address, telephone number, Fax number. or E-mail address) - Customer agrees to notify the Registrar of the changes within thirty (30) days using the said mutually agreed process to confirm such changes. Customer understands that any such changes are subject to verification and approval by the Registrar, otherwise this may constitute a substantial breach of the Entire Agreement.

20. MISCELLANEOUS.
Customer understands that in the event that the Registrar accepts and approves the registration application, the domain name applied for by Customer will be registered into the domain name database and allocated to Customer by the Registrar, and that thereafter all legal responsibilities related to the registered domain name will be fully borne by Customer.

Customer understands that the Registrar is entitled to cancel the domain name under the following circumstances: (i) Customer or its agent apply for cancellation; (ii) any registration information submitted by Customer are determined to be untrue, inaccurate, incomplete or is not updated in a timely manner, when such changes occur; (iii) Customer fails to pay registration charges or renewal charges; (iv) a determination has been

made by the relevant authorities in order to resolve a dispute, as specified in Clauses 1 and 3; and (v) when there is a breach of the Entire Agreement or when there is a violation of laws of Hong Kong or PRC.

Unless specifically approved by Ministry of Information Industry of PRC, Customer herewith agrees to refrain from providing lower-level Chinese domain names (i.e. second or lower-level), whether free or for a charge, to the general end-user public under its registered Chinese domain name.

Customer clearly understands that the use of domain name is subject to unforeseen problems those may at any time arise from a variety of sources that include, but not limited to, (i) limitations in the software and hardware resources deployed in the domain name and (ii) the service quality of the various network access providers on which the domain name deployment relies on. Customer understands that even after successful registration of the domain name by Customer, CNNIC, as the Registry Management Institute and/or i-DNS.net, as the technology enabler, shall continue to constantly improve the software and hardware necessary to optimize the performance of domain name. Customer agrees that neither CNNIC, i-DNS.net nor Registrar, will collectively or severally, assume any responsibility for any faulty domain name service that arises as a result of the actions of any and all third parties.

The Chinese Domain names are in the form of <Chinese character >. < Chinese character >.cn, where the "< > indicates that everything within the brackets are written completely in simplified Chinese characters. Although simplified Chinese characters are used in the registration of a Chinese Domain name, an equivalent traditional Chinese script version of the same underlying Chinese name will be freely awarded and made equivalent, for end-user use, to the registered simplified character-based Chinese Domain name. i-DNS.net confirms that the registering of a Chinese Domain name in the hybrid form of Chinese and English/ASCII will automatically result in a free award of an equivalent companion domain name completely in Chinese characters, which is supported by the Internationalised Domain Name ("IDN") testing platform developed by CNNIC, and is officially accredited by competent state authorities in the PRC, namely the Ministry of Information Industry.

The registering of a Chinese Domain name will automatically result in a free award of an equivalent domain name completely in Chinese characters. To be specific, (a) the registration of a Chinese Domain name of the form <Chinese characters>.<Chinese character for the second-level domain that means 'Company'>.cn will result in a Chinese character domain name, completely in Chinese characters, of the form <Chinese characters>.<Chinese character for the top-level domain that means 'Company'>, and (b) the registration of a Chinese Domain name of the form <Chinese characters>.<Chinese character for second-level domain that means 'Net'>.cn will result in a Chinese character domain name, completely in Chinese characters, of the form <Chinese characters>.<Chinese character for the top-level domain that means 'Net'>.

The provision of personal data in this application for Services is voluntary. Failure to provide the data requested may mean that Company is unable to supply the relevant services. Personal Data collected will be used in matters relating to the operations including billing, account maintenance, and marketing activities of Company and may be disclosed to third parties which assist in Company's operations, including billing, customer service and marketing.

If Customer has any queries (including any data access or correction requests) or objections in relation to the use of the personal data in the aforesaid manner, Customer may contact our Customer Service Department, 12/F, Guardian House, 32 Oi Kwan Road, Wan Chai, Hong Kong. For inquiries, please contact Company at Tel: 3793 0388 or by fax 2110 0087. Customer can also email the request to sales@hknet.com.

Customer may request a hard copy of the CDN Agreement of this service for reference if required.

Customer shall pay the new registration charge or renewal (re-registration) charge and handling charge to apply for a new domain name or renew (re-register) an existing registration which is valid for a period of one (1) year for each new application or renewal (re-

registration) inclusive of any permitted modification(s) to the domain name record during the covered period. Customer understands that the handling charge is non refundable if the registration is unsuccessful for any reason. If Customer cancels the services for whatever reasons, all Chages paid shall not be refunded and any outstanding Charges shall be payable immediately. Charges are subject to change without further notice.

If Customer intends to renew the domain name, Customer shall apply for the renewal twelve (12) weeks prior written notice to Company before the expiration of the registered domain name. It is the Customer's responsibility to apply for renewal of service before expiration of the domain name. Customer agrees that Company shall have no liability if the domain name shall be registered by any third party if Customer fails to apply for renewal of the domain name twelve (12) weeks before the expiration of the domain name.

These terms and conditions, the CDN Agreement (current version can be found at Company website www.hknet.com) and the relevant Service Order(s) shall together constitute the entire agreement (the "Entire Agreement"). In the event of any disputes, CNNIC Policies and iDNS Dispute Policy will be referred to and applicable for dispute settlement.

Customer is responsible to settle all charges in connection with the services as detailed in each invoice. Payment shall be due upon presentation of invoice. In case of any disputes in relation the provision of the services herein, Company reserves the right to make the final decision.

21. READ AND UNDERSTOOD THE AGREEMENT.
By completing and submitting this application for domain name for consideration and acceptance by Registrar, Customer agrees that Customer has read and agrees to be bound by the Entire Agreement. If Customer does not in fact agree to any of the terms and conditions set out in the Entire Agreement, please stop and do not submit the application to Registrar.