



(.my) DOMAIN REGISTRY'S SENSITIVE NAME DISPUTE RESOLUTION POLICY

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1. Purpose

- 1.1 .my DOMAIN REGISTRY's Sensitive Name Dispute Resolution Policy ("**SNDRP**") is prepared by us, MYNIC Berhad (735031-H) ("**.my DOMAIN REGISTRY**"). It sets out the terms which govern any dispute between you, the registrant of a .my Country Code Top Level Domain ("**Domain Name**") and a third party ("**Complainant**") over your registration and/or use of a Sensitive Name as a Domain Name ("**Sensitive Name Dispute**").
- 1.2 Any party that wants to use the SNDRP or to participate in a SNDRP Proceeding ("**Proceeding**") must comply with the terms of the SNDRP.
- 1.3 All Proceedings are governed and administered in accordance with the SNDRP, the Rules of the SNDRP and the Supplemental Rules of the Sensitive Name Dispute resolution service provider(s) (collectively referred to as the "**Policy and Rules**").
- 1.4 Wherever possible, you and the Complainant are encouraged to explore the possibility of having the Sensitive Name Dispute settled through negotiations prior to commencing Proceedings.
- 1.5 These Proceedings are not arbitration.

2. Your representations

- 2.1 You agree that all of the information which you have provided to us in your registration or renewal of the Domain Name and/or in the course of a Proceeding (as applicable) is complete, current and true.
- 2.2 You also agree that the registration, renewal and/or use of the Domain Name, either by yourself or through your authorised representative:-
 - (i) is legal, valid and in compliance with the Agreement For Registration Of A Domain Name ("**Registration Agreement**");
 - (ii) is not scandalous, indecent, obscene or offensive, whether directly or indirectly; and

- (iii) is otherwise in compliance with all laws and regulations.
- 2.3 You are solely responsible to make sure that your registration or renewal of the Domain Name is not scandalous, indecent, obscene or offensive, whether directly or indirectly.
- 2.4 You agree that we will not be liable nor will we be required to indemnify you or your officers and employees ("**Employees**") for any damages or losses which you or your Employees may suffer, arising from any situation whatsoever including, amongst others, where the Domain Name is suspended or deleted pursuant to a Proceeding.

3. Transfers, Modification & Deletion

- 3.1 We will suspend your ability to transfer or delete your registration of the Domain Name for the duration of the Proceeding, except in the following circumstances:-
 - (i) where you or your duly authorised representative has instructed us to do so subject to Paragraph 15 and such instructions are authorised and in compliance with .my DOMAIN REGISTRY's applicable procedures, the Policy and Rules as well as all other relevant applicable laws;
 - (ii) where you or your duly authorised representative has instructed us to do so pursuant to the Sensitive Name dispute being withdrawn or resolved amicably and in such instances, you are required to provide us with satisfactory evidence of the same;
 - (iii) where we are required to do so by an order or judgment of a Malaysian Court and in such instances, only after we receive a certified true copy of such order or judgment;
 - (iv) where we are required to do so pursuant to the decision of the Reference Panel hearing the Proceeding, subject to Paragraphs 12.3 and 12.4; or
 - (v) where we are required to do so pursuant to a decision of the Malaysian Communications and Multimedia Commission,upon which we will act accordingly.
- 3.2 Where you or your duly authorised representative has instructed us in accordance with Paragraph 3.1(i), we are not responsible to review or verify whether your instructions are valid or accurate. However, we have the right and discretion to do so for our purposes.

- 3.3 Notwithstanding the above, we may delete your registration of the Domain Name in accordance with the terms of the Registration Agreement entered into between you and us should you fail to renew your registration or should you be found to be in breach of the provisions of the Registration Agreement.

4. The Proceeding

- 4.1 If the Complainant objects to the registration or use of the Domain Name on the basis of it being a Sensitive Name, the Complainant must file a Complaint with a Provider, subject to Paragraph 4.2.
- 4.2 The Complainant may file only one (1) Complaint against a particular Domain Name registered by you which the Complainant alleges consists of a Sensitive Name. For the avoidance of doubt, the Complainant is restricted from filing multiple claims against a particular Domain Name registered by you on the grounds that it consists of a Sensitive Name.
- 4.3 Notwithstanding the above, the Complainant may file a separate Complaint with the Provider in respect of any other Domain Name registered by you which the Complainant alleges consists of a Sensitive Name.

5. Registration and/or use of a Sensitive Name

- 5.1 A Sensitive Name is a Domain Name which contains a word or words in English, Malay or romanised Chinese (including dialects) and Indian dialects, which:
- (i) are sensitive to the Malaysian public;
 - (ii) are obscene, scandalous, indecent, offensive or contrary to Malaysian public norms or policy;
 - (iii) comprise of derivatives and colloquialisms of words that are offensive; and/or
 - (iv) consist of pejorative expressions in terms of denotation, connotation or association.
- 5.2 For the purposes of interpretation of Paragraph 5.1, a Domain Name is considered to be:
- (i) "obscene" where it relates to a perversion of sex or sexual activities running counter to accepted standards of morals;

- (ii) "offensive" where it hurts the feelings of groups within society, including but not limited to, where it comprises of derivatives and colloquialisms of words that are offensive, including:
 - a. derogatory terms referring to people;
 - b. racial or ethnic slurs;
 - c. religious slurs;
 - d. sneering sexual (identity / preference) remarks;
 - e. undesirable reference towards culture, society or community;
 - f. vulgar or crude expressions that refer to the anatomy, bodily function, body by-products and gender.

5.3 For the purposes of Paragraph 4.1, the Complainant needs to establish that the Domain Name registered and/or used by you consists of a Sensitive Name.

5.4 For the avoidance of doubt, the listings in Paragraphs 5.1 and 5.2 are non-exhaustive and may be supplemented by the Panel from time to time.

6. Domain Name Not a Sensitive Name

6.1 You may prove that the Domain Name registered and/or used by you does not consist of a Sensitive Name by establishing, amongst others, that:

6.1.1 the word(s) making up the Domain Name are widely accepted and used by the Malaysian public;

6.1.2 you have recognised rights and legitimate interests in the Domain Name, e.g. a company or business or trademark registered in Malaysia by that name;

6.1.3 the Domain Name is directly related to the lawful content, goods and/or services provided by the resolving website; and/or

6.1.4 the Domain Name is capable of a double meaning which relates to the lawful content, goods and/or services provided by the resolving website;

6.2 For the avoidance of doubt, the listing in Paragraph 6.1 is non-exhaustive and may be supplemented by the Panel from time to time.

7. Selection of the Provider, initiation of a Proceeding and appointment of the Reference Panel

7.1 The Complainant must select a Provider from our list of approved dispute resolution service providers, which will manage the Proceeding. Once the Complainant has done so, it must submit its Complaint to the Provider in accordance with the Policy and Rules.

7.2 The procedures and steps to be taken in a Proceeding are explained in the Policy and Rules. They also explain how the Reference Panel, which decides the Proceeding is appointed.

8. Fees

8.1 The Complainant will bear all of the Provider's fees in relation to a Proceeding.

9. Our involvement in a Proceeding

9.1 We do not and will not, at any time and under any circumstances whatsoever, get involved in a Proceeding and you agree that we will not be responsible or liable for any damages or losses which you, the Complainant or any other third party may suffer as a direct or indirect result of any act, omission or negligence on our part or that of the Provider, its Employees and the Reference Panel including from the decision of the Reference Panel.

10. Remedies

11.1 The Complainant may only request for the deletion of your registration of the Domain Name, and in so doing, the Complainant must comply with .MY DOMAIN REGISTRY's applicable procedures, the Policy and Rules as well as all other laws and regulations.

10.2 Aside from the remedies stated in Paragraph 10.1, no other remedies are available. The Reference Panel cannot grant and the Complainant cannot request for any other remedy or relief such as an award of damages or a payment of compensation.

11. Notification and publication

11.1 The Provider will inform us of the Reference Panel's decision.

12. Availability of Other Proceedings

- 12.1 You or the Complainant are not prevented from having the Sensitive Name dispute resolved by a Malaysian Court. Either party may proceed to do so at any time, regardless of whether the Proceeding has commenced, concluded or otherwise.
- 12.2 When the Provider informs us of the Reference Panel's decision in Paragraph 11.1, the Provider will also, where the Reference Panel has determined that the Domain Name consists of a Sensitive Name, inform us whether the Reference Panel has decided that your registration of the Domain Name is to be deleted. However, we will not implement the decision of the Reference Panel until the expiry of twenty (20) Working days (any day other than a Saturday, Sunday or a Federal public holiday) from the date the Provider informs us of the Reference Panel's decision.
- 12.3 If either you or the Complainant (referred to as "you" for the purposes of this Clause) are not satisfied with the decision of the Reference Panel, you may commence a Court action in respect of the subject matter of the Proceeding and in doing so, you must provide us with official Court documentation as evidence of the same. This must be done within twenty (20) Working days from the date the Provider informs us of the Reference Panel's decision. You must also provide us with an Affidavit of Service within six (6) calendar months of providing us with the official Court documentation. If you do not do so within the said time period, we will proceed to implement the decision of the Reference Panel above.
- 12.4 Alternatively, you or the Complainant (referred to as "you" for the purposes of this Clause) may commence a proceeding with the Malaysian Communications and Multimedia Commission in respect of the decision arrived at by the Reference Panel. Should this option be selected, you must provide us with a certified true copy of the Malaysian Communications and Multimedia Commission's acknowledgement of having received your complaint as evidence of the same. This must be done within twenty (20) Working days from the date the Provider informs us of the Reference Panel's decision. If you do not do so within the said time period, we will proceed to implement the decision of the Reference Panel above.
- 12.5 If we receive either the said official documentation pertaining to the Court action or the certified true copy of the Malaysian Communications and Multimedia Commission's acknowledgement of having received your complaint within the timeframes specified above, we will, subject to Paragraph 12.6, not take any further action in the Sensitive Name dispute until we receive:-
- (i) satisfactory evidence that you and the Complainant have resolved the Domain Name dispute amicably together with your instructions to delete or modify the registration of the Domain Name, as the case may be; or

- (ii) satisfactory evidence that the Court action or complaint to the Malaysian Communications and Multimedia Commission has been withdrawn or dismissed; or
- (iii) a certified true copy of an order or judgment of a Malaysian Court or a decision of the Malaysian Communications and Multimedia Commission pertaining to the subject matter of the Proceeding,

upon which we will act accordingly.

- 12.6 You acknowledge that during the course of any Court action or any proceeding before the Malaysian Communications and Multimedia Commission concerning the Domain Name, should you fail to renew the registration of the said Domain Name we shall have the right to suspend and/or terminate the Domain Name and you agree that we will not be liable nor will we be required to indemnify you for any damages or losses which you may suffer as a consequence of such suspension and/or termination.

13. All other disputes or litigation

- 13.1 All other disputes or litigation between you and any third party (other than us) concerning the Domain Name which are not brought pursuant to the Policy and Rules must be resolved through Court action or any other alternative dispute resolution process.

14. Our involvement in all other disputes or litigation

- 14.1 We do not and will not, at any time and under any circumstances whatsoever, participate in any disputes or litigation between you and any other third party concerning the Domain Name.
- 14.2 You and the Complainant (referred to as "you" for the purposes of this Clause) agree not to name us as a party or include us in such disputes or litigation. However where you do so, we have the right to raise any defences and to take all necessary steps to defend ourselves and avoid any damages or losses which may arise. You also agree to provide us with all necessary assistance and information which we may require for these purposes.

15. Transfers during a Proceeding

- 15.1 You undertake not to transfer your registration of the Domain Name to any third party:-

- (i) during the course of a Proceeding or for a period of twenty one (21) Working days after the Proceeding has ended; or
- (ii) during a pending Court action or any other proceeding before the Malaysian Communications and Multimedia Commission in respect of the Domain Name, unless the transferee agrees in writing to be bound by the decision of the Court or the Malaysian Communications and Multimedia Commission, as the case may be,

and for the purposes of Paragraph 15.1(ii), you are required to inform us of the Court action or proceeding before the Malaysian Communications and Multimedia Commission and provide us with satisfactory evidence of the said agreement between the transferee and you to be bound by the decision of the Court or the Malaysian Communications and Multimedia Commission as soon as possible.

- 15.2 Notwithstanding the above, we reserve the right and discretion to restrict and/or reverse any transfer of the Domain Name which is not in compliance with the Policy and Rules as well as other relevant applicable laws.

16. Modifications to the SND RP

- 16.1 We have the right and discretion to modify the SND RP at any time. In the event that we do so, we will post the modified SND RP on our web site at least one (1) month before such modifications come into effect except where circumstances beyond our control prevent us from doing so.
- 16.2 The version of the SND RP in force at the time the Complainant submitted its Complaint to the Provider shall govern the Proceeding.
- 16.3 If you object to the modifications made to the SND RP, your sole remedy would be to delete your registration of the Domain Name. If you do so, we are not required to refund you any fees which you may have paid to us for the registration of the Domain Name. Accordingly, all modifications which are made to the SND RP will apply to you unless you delete your registration of the Domain Name as stated above.