Domain Name Registration Agreement – Revision 4

Preamble

Who SGNIC is and what it does

1. Singapore Network Information Centre (SGNIC) Private Limited (hereinafter referred to as "SGNIC") is the registration authority in Singapore and is responsible for the registration of third-level Internet domain names in the second-level com.sg, org.sg, gov.sg, edu.sg, and net.sg domains or any other second-level domains which SGNIC may from time to time introduce or recognise in Singapore.

2. Any party may approach SGNIC to register a name or identifier in the second-level domain as described above provided that the applicant meets with the criteria as set out herein and agrees to comply with all the provisions specified herein.

Application

Form to use and number of applications per form. Applicant responsible for selecting name

3. All applications for the registration of a domain name shall be made in the form and manner as may be prescribed by SGNIC from time to time. Each application shall be for the registration of one (1) domain name. The applicant ("Applicant" or the "Registrant" in the event that the application is approved) is responsible for the selection of the domain name and the appropriate second-level domain category in which registration of the desired domain name is sought.

Applicants must choose the appropriate category

4. When selecting the second-level domain category, the applicant shall observe the following selection criteria:

.COM.SG - for companies and businesses.

    (a) COM.SG Applicants in this category must be commercial entities which are either registered or are about to be registered with the Registry of Companies and Businesses, the Trade Development Board or any professional body. A foreign company which is not so registered may only apply for such a domain name if it has a representative in Singapore, which shall be a legal entity that is similarly registered by any of the afore-mentioned organisations, and is duly authorised (in writing) by the foreign company to apply for the registration of the domain name.

.NET.SG - for network providers

    (b) NET.SG This category is for network providers in Singapore. Applicants for names under this category must possess a valid licence issued by the Info-Communications Development Authority (IDA). The approved list of IDA licenses is available on SGNIC webpage under ''.SG DOMAINS''.

.ORG.SG - primarily for societies or charitable bodies

    (c) ORG.SG This category is for non-profit organisations. Applicants for names under this category shall either be registered or are about to be registered with the Registry of Societies, and includes other miscellaneous non-profit organisations (eg. Community Centres, People's Association and Embassies.)

.GOV.SG - for use by Government bodies

    (d) GOV.SG This category is for entities which form part of the Government of Singapore.

Domain Name Registration Agreement – Revision 4

EDU.SG - for schools & institutions.	(e)	EDU.SG This category are for educational institutions registered with the Ministry of Education, Singapore ("MOE"). Primary and secondary government schools are to obtain 4th level-domain names (eg.moe.edu.sg) from MOE directly.
Applicant may be asked to show proof that they qualify for that category	5.	Upon SGNIC's request, the Applicant shall furnish SGNIC with documentary proof that the Applicant qualifies to have the domain name registered in the second-level domain category selected by the Applicant. In the event that the Applicant was at the time of application not registered with either the Registry of Companies and Businesses or Registry of Societies, evidence of the Applicant's registration at the aforementioned registries shall be provided by the Applicant within thirty (30) days of the Activation Date. Where such evidence is not provided, SGNIC reserves the right to revoke the registration of the domain name.
Warranties	6.	The Applicant represents to SGNIC and warrants that:
Domain name does not impinge on another party's trade mark rights and is not the same as a company name etc.	(a)	the domain name applied for (i) does not infringe any registered trade mark in Singapore or (ii) is not identical to or confusingly similar with either a registered trade mark, company or business name in Singapore or (iii) does not infringe the rights of any third parties in relation to any applicable Treaties or International Agreements;
	(b)	it intends to use the domain name;
Lawful uses only	(c)	such use shall be for its own benefit and shall be for lawful purposes;
Applicant will be the party using and domain name will not be traded	(d)	it will not allow another party to use the domain name, whether for profit or otherwise and will not deal with the domain name in any manner whatsoever;
Non-interference with legal rights of others.	(e)	Registration or use of the domain name does not interfere with the legal rights of any party in Singapore; and
All information provided by the Applicant is accurate.	(f)	all information contained in the application form and furnished to SGNIC is to the best of the Applicant's knowledge true and accurate in every detail.

Registration

Registration is "first come, first served".	7.	Subject to any provisions contained herein, SGNIC shall register third-level domain names on a "first come, first served" basis. PROVIDED that the Registrant agrees and understands at all times that a domain name which may at first be available from a SGNIC WHOIS Search, may not necessarily be available at the point of application or registration.
SGNIC relies on all information given by Applicant	8.	SGNIC relies on all representations made and/or warranties given by the Registrant in determining if the application should be approved.

Domain Name Registration Agreement – Revision 4

Restriction - certain names not registrable.	9.	Domain names which:
Obscene and indecent names	(a)	are obscene, scandalous, indecent, contrary to law or morality shall not be registrable; or
Reserved words not to be included in domain names.	(b)	consists of or contains a reference to certain words, including (without limitation) "Singapore Government", "Temasek" or "President" shall not be registrable if the use of such domain names is likely to lead persons to think that the Applicant either has or recently has had the Singapore Government's or Presidential patronage or authorisation
SGNIC has the discretion not to register the name chosen by the Applicant.	10.	Without prejudice to the provisions of paragraph 9 above, SGNIC reserves the right not to register the domain name selected by the applicant or to register that domain name in the second-level domain category selected by the Applicant. SGNIC is not obliged to provide the Applicant with any reason or ground for its refusal to register the domain name as applied for by the Applicant but upon the Applicant's request and in its absolute discretion, SGNIC may inform the applicant of the reasons or grounds.
Applicant must have operational name service at time of application, i.e. applicant should already posses a server connected to the Internet.	11.	At the time of application, the Applicant is required to have ready a valid operational name service from at least two operational domain name servers for that domain name. Each domain name server must be capable of being connected to the Internet and capable of receiving queries for the domain name and responding thereto.
Applicants who have in the past transferred domain names or owes SGNIC money at the time of application may have their applications rejected by SGNIC or be subject to additional terms and conditions of registration.	12.	Notwithstanding that an Applicant has complied with all the provisions of this Agreement and/or procedures for applying for the registration of a domain name, SGNIC may decline to accept the application for registration made by an Applicant who has in the past registered and transferred a number of registrations or at the time of application, is indebted to SGNIC. For the avoidance of doubt, SGNIC specifically reserves the right to reject any application filed by a Registrant who has previously made more than one (1) request for a domain name transfer every year of domain names registered in the second level domain regardless of whether such requests have been previously approved by SGNIC. In the event that SGNIC decides to accept an application from such an Applicant, SGNIC reserves the right to impose such other conditions in respect of that application/registration as SGNIC in its absolute discretion may deem fit.
Full advance payment required for bulk applications	13.	The Registrant is required to make full advance payment to SGNIC for 5 or more domain names that are submitted for registration on a single day. The Registrant understands at all times that such a payment shall not be made by way of a deposit, nor shall be refundable by SGNIC at any time.

Domain Name Registration Agreement – Revision 4

Effects of Registration

Right to use but not own domain name.	14.	Subject to the Registrant complying with the provisions in this Agreement and in the absence of any other factors, the Registrant shall have the right to use but not own the domain name as the Registrant's address on the Internet.
No right to sell or trade domain name.	15.	Save as provided for under clause 24 herein, the Registrant shall not have any right to sell, trade, assign or otherwise transfer the domain name to any other party.
Activation Date - when the domain name becomes serviceable	16.	The day on which SGNIC informs the Registrant that the domain name application has been approved shall be construed and deemed as the Activation Date for that domain name. Within thirty (30) days of the Activation Date, the name servers listed in the application form (and referred to in clause 11 above) shall be operational, connected to the Internet, shall answer to queries for the domain name and respond to any such queries accordingly. Further, the e-mail address listed in the delegated domain's Start of Authority record must be a current and valid address for one or more contacts responsible for and knowledgeable about the domain and its operation.
Registration of a domain name by SGNIC does not mean that registrant has absolute right over the domain name. Registrant shall not capitalise on the fact that the domain name has been registered by SGNIC.	17.	The Registrant agrees and acknowledges that by registering a domain name, SGNIC has not made any determination, nor is it capable of making such determination, with respect to the legality of the domain name registration or otherwise evaluate whether that registration or use of the domain name may infringe upon any rights of a third party. As a consequence, the Registrant further agrees that it shall not use the fact that the domain name has been registered by SGNIC as a defence in any legal proceedings brought against the Registrant by any third party in connection with the Registrant's registration and/or use of the domain name.
Publication of Registrant's details by SGNIC	18.	The Registrant further consents to SGNIC publishing the Registrant's details, including but not limited to the Registrant's name, the administrative contact's particulars and the domain name's Activation Date. Publication may take place in any form or media so deemed fit by SGNIC.
SGNIC shall not be a referee in any dispute that Registrant may have with others over the domain name. Registration does not confer on Registrant any additional rights.	19.	Nothing in this Agreement shall oblige SGNIC to act as arbiter between the Registrant and third parties in respect of any disputes arising out of the registration or use of the domain name. The Registrant agrees that this Agreement does not confer any rights, procedural or substantive, upon the Registrant and also acknowledges that third parties are not bound by the provisions of this Agreement.
Registrant to keep SGNIC informed of any changes of particulars.	20.	The Registrant agrees to inform SGNIC of any changes, amendments or corrections in the information furnished by the Registrant to SGNIC in the application form as soon as such changes, amendments or corrections occur.

Domain Name Registration Agreement – Revision 4

Removal and Transfer of Domain Names

The domain name may be deleted:	21.	The domain name may be deleted from SGNIC's database:
- upon the Registrant's written request	(a)	upon the written request of the Registrant which shall be signed by the Registrant, its authorised representative (upon proof of verification) or the Administrative Contact;
- when fees are not paid to SGNIC on time	(b)	by SGNIC if the Registration Fee or Maintenance Fee (as hereinafter defined) for the domain name is not paid by the respective due dates;
- by SGNIC if:	(c)	by SGNIC in the event that:
Registrant breaches the terms found in this document other than by not paying fees	(i)	the Registrant has breached any of the terms contained herein other than not paying the Registration or Maintenance Fees on or before the respective due dates;
ordered by Court	(ii)	SGNIC is ordered by a Court in Singapore to delete the registration;
continued registration would be wrongful or when SGNIC had been deceived	(iii)	in SGNIC's determination, that the continued entry of the domain name on the database would be wrongful or where fraud had been committed in the registration process for the domain name;
name services not set up for the domain name	(iv)	the name servers listed in the application is not fully set up, operational and connected to the Internet within thirty (30) days of the Activation Date or that the said name servers persistently do not respond to any queries for the domain name; or
Administrative Panel decides domain name should be deleted	(v)	SGNIC receives a decision of an Administrative Panel requiring such deletion in any administrative proceeding to which the Registrant was a party and which was conducted under the Dispute Resolution Policy as referred to in clause 31 of this Agreement.

Once the domain name has been deleted under sub-clause 21(a) or sub-clause 21(c), this Agreement shall be deemed as terminated.

When notification by SGNIC that Registrant has breached these terms would be given and period given to the Registrant to make good such breaches.	22.	In relation to the provisions of clauses 21 (c)(i) and (iv), SGNIC shall provide a written notice, describing the breach, to the Registrant. No notification shall be provided in relation to the subject matter of clauses 21(c)(ii), (iii) and (v). If, within thirty (30) days of the date of sending such notice, the Registrant fails to provide evidence, which is reasonably satisfactory to SGNIC, that it has not breached its obligations or that such breach has been remedied, then SGNIC may revoke the Registrant's registration of the domain name. Any such breach by the Registrant shall not be deemed to have been excused

Domain Name Registration Agreement – Revision 4

simply because SGNIC did not act earlier in response to that, or any other, breach by the Registrant.

Restoration of deleted domain names and release of deleted domain names for re-use.	23.	(a)	Domain names deleted for non-payment of Maintenance Fee under 21(b) will become available for re-use after a thirty-day (30) hold period. SGNIC shall not register the deleted domain names in the name of any other party during this "hold" period and the Registrant may make an application to SGNIC during the "hold" period to reinstate such domain names upon paying the Reinstatement Fee (as provided for by the Fee Schedule).
For non-payment of Registration Fee, reinstatement is possible only if the domain name is not taken up by others.		(b)	Subject to the domain name being still available and the payment of the Reinstatement Fee (as provided for by the Fee Schedule), the Registrant may make an application to reinstate the domain names deleted for non-payment of Registration Fee under 21(b) within thirty (30) days from deletion.
Re-activation of domain name		(c)	SGNIC shall, as soon as reasonably practicable, re-activate a domain name after it receives all payments which are due and owing from the registrant together with the reinstatement fee.

Where no reinstatement is made, this Agreement is deemed to be terminated with effect from the date of the deletion. Any application by the Registrant to reinstate the registration of the domain name after the "hold" period shall be treated as fresh application.

Right to use domain name may be transferred.	24.	(a)	The right to use the domain name which has been registered in the name of the Registrant may, subject to SGNIC's approval, be transferred to another party if the following provisions are complied with:
Completion of transfer form		(i)	the Registrant completes SGNIC's "Request to Transfer" form in every detail including stating the reasons for the transfer;
Transferee agrees to accept the transfer		(ii)	the intended transferee signs the "Request to Transfer" form;
Only original transfer form accepted, not fax		(iii)	the original transfer form shall be sent to SGNIC by post or courier;
Only one domain name transfer per year is allowed		(iv)	Save as otherwise provided by SGNIC, and without prejudice to the provisions of clause 12 herein, a registrant shall not transfer more than one domain name per year;
Agreement by Transferee to SGNIC's terms and conditions		(v)	the transferee agrees to abide by all the provisions of this Agreement and/or any other conditions as SGNIC in its absolute discretion may deem fit to impose; and
Payment of Transfer Fee		(vi)	the Transfer Fee (as defined in the Fee Schedule) is paid by the transferee to SGNIC.

Domain Name Registration Agreement – Revision 4

Administrative Panel decides domain name should be transferred	(b) The right to use the domain name which has been registered in the name of the Registrant may be transferred by SGNIC to another party without the consent of the Registrant if SGNIC receives a decision of an Administrative Panel requiring such transfer in any administrative proceeding to which the Registrant was a party and which was conducted under the Dispute Resolution Policy as referred to in clause 31 of this Agreement.

Dispute Resolution

SGNIC not to be a party to any disputes concerning the domain name	25. In general, SGNIC does not wish to be a part of any dispute between a Registrant and third parties (hereinafter referred to as "Claimants") in connection with the Registrant's registration and/or use of a domain name.
Procedures to be adopted when allegations are made that the domain name infringes the trade mark or copyright of another party; is similar to the business name of another party; or results in goods/ services being passed off.	26. The Registrant acknowledges that SGNIC may be presented with information alleging that a domain name registered by the Registrant violates the legal rights of a Claimant. Such information includes, but is not limited to, evidence that the domain name (but excluding the second level domain category indicator i.e., not including the .COM, .ORG, .NET, .EDU, or .GOV portion of the domain name) is identical to a valid and subsisting Singapore registration of a trademark or service mark that is in full force and effect and owned by the Claimant or that the domain name infringes upon any copyright owed by the Claimant or that the domain name is identical to or very similar with the Claimant's name or that by the use of the domain name, the Registrant has passed off the Registrant's goods/services as those of the Claimant. Therefore having regard to the various clauses contained herein, the following procedure would be adopted by SGNIC in the event that a Claimant challenges or in any way disputes the rights accorded to a the Registrant over a domain name:
SGNIC may provide the Claimant with Registrant's details	(a) if so requested by the Claimant, SGNIC may furnish such published information concerning the Registrant which SGNIC has in its possession;
SGNIC may entered into agreements with the Claimant.	(b) before providing the Claimant with the information enumerated in (a) above, SGNIC may enter into any agreement which it deems fit with the Claimant;
SGNIC may inform Registrant that enquiries have been made concerning the domain name.	(c) where permissible, SGNIC shall inform the Registrant that the Claimant has made enquiries of SGNIC and provide the Registrant with a copy of SGNIC's response to such enquiries.
Singapore Courts to adjudicate on all disputes arising from the registration and use of the domain name if ADR fails	27. The Registrant acknowledges and agrees that any dispute over the registration and use of the domain name, unless resolved by alternative dispute resolution methods (including, but not limited to the Singapore Domain Name Dispute Resolution Policy and accompanying Rules, as provided under clause 31 herein), should be adjudicated upon by the Singapore Courts.
Effects of SGNIC not	28. Where the Registrant commences legal proceedings related to the

Domain Name Registration Agreement – Revision 4

being named a party to any proceedings taken.	registration and use of the domain name against the Claimant in any court of competent jurisdiction in Singapore and does not name SGNIC as a party to the proceedings, SGNIC shall allow the domain name to continue being operational. Further, the Registrant shall upon SGNIC's request promptly provide copies of any and all pleadings filed in the action to SGNIC.
SGNIC to be provided with a copy of all pleadings.	

Suspension of operational status if SGNIC is party to litigation.	29.	If SGNIC is named as a party to any legal proceedings commenced by either the Registrant or Claimant, SGNIC may suspend the operational status of the domain name until the conclusion of the legal proceedings. If so named, SGNIC reserves the right to raise any and all defences deemed appropriate.
SGNIC to abide by all Court orders directed at it.	30.	In any legal proceedings, whether commenced by the Registrant or Claimant and whether or not named as a party to the proceedings, SGNIC will immediately abide by all temporary or final court orders directed at SGNIC.
Singapore Domain Name Dispute Resolution Policy, Rules and Supplemental Rules	31.	By registering a domain name with SGNIC, the Registrant hereby agrees to be bound by the terms and conditions of the Singapore Domain Name Dispute Resolution Policy, Rules and Supplemental Rules (collectively referred to as "the Dispute Resolution Policy") that are incorporated herein and made a part of this Agreement by reference. The current version of the dispute policy may be located on the Internet at the URL http://www.nic.net.sg, subject at all times to the following:
Modifications to the Dispute Resolution Policy		(a) The Registrant agrees that the Dispute Resolution Policy may be modified from time to time. SGNIC shall post any revisions on the Internet at the URL http://www.nic.net.sg at least 30 days before it becomes effective. The Registrant further agrees that, by maintaining the reservation or registration of his domain name after modification to the Dispute Resolution Policy becomes effective, the Registrant shall be deemed to have agreed to the said modifications. The Registrant acknowledges that if he does not agree to any such modification, the Registrant may terminate this Agreement. In such event, SGNIC will not refund any fees already paid by the Registrant up to and including the date of termination of this Agreement.
		(b) If SGNIC is notified that a complaint has been filed by a third party under the Dispute Resolution Policy regarding the Registrant' use of SGNIC's registration services, the Registrant agrees not to make any changes to his details of registration without the prior written approval of SGNIC. SGNIC may not allow such changes to be made unless (i) it is satisfied that the dispute has been resolved under the Dispute Resolution Policy or (ii) SGNIC receives, to its satisfaction, notification from the parties that the dispute has been settled.
Registrant avoiding litigation - Assignment of new domain name and simultaneous use of existing and new	32.	Where the Registrant desires to avoid litigation regarding the registration and use of a domain name and therefore requires a new domain name to be registered, SGNIC may assist the Registrant with assignment of a new domain name, and subject to the provisions below, will allow the Registrant to maintain both names

Domain Name Registration Agreement – Revision 4

domain names	simultaneously for up to thirty (30) days to allow an orderly transition to the new domain name. SGNIC will provide such assistance to the Registrant if and only if the Registrant
Application for new domain name	(a) submits an application form requesting the registration of a new domain name;
Registrant specifically requests SGNIC's assistance	(b) submits an explicit written request for assistance, including an identification of the Registrant's desired new domain name and any indicators used by SGNIC in response to the new domain name application; and
Copy of settlement agreement to be given to SGNIC.	(c) provides SGNIC with a copy of the settlement agreement between the Registrant and Claimant, which settlement agreement should state specifically that Claimant agrees to the co-existence of the Registrant's old domain name and the proposed new domain name for the thirty (30) day period.

Fees

Fees to be paid to SGNIC and consequences of not paying such fees on time.	33. SGNIC shall have the right to impose such charges as it may deem fit on the Registrant in respect of the registration and maintenance of the Domain Name. The frequency and quantum of such charges shall be determined from time to time by SGNIC in its sole discretion and will be reflected in the Fee Schedule (which is incorporated into this Agreement by reference).
Applicable deposit	SGNIC shall at its sole discretion levy a non-refundable deposit where a Registrant attempts to register one or more domain names at any one time. SGNIC shall vary such deposits and the number of domain names which can be applied for from time to time, at its sole discretion.
	34. PROVIDED ALWAYS that SGNIC shall give the Registrant at least fourteen (14) days notice of any changes in the charges to be levied on the Registrant. All charges shall be in Singapore Dollars and shall be paid to SGNIC in the manner and within the time period stated by SGNIC. The Registrant acknowledges that payment of charges imposed by SGNIC is a fundamental term of this Agreement and any failure to pay the said charges may result in SGNIC terminating this Agreement and revoking registration of the Domain Name.

Indemnity and Disclaimer

Indemnity - Registrant absolves SGNIC from any liability arising from the registration or use of the domain name	35. The Registrant hereby agrees to defend, indemnify and hold harmless SGNIC, its officers, directors, committees, employees and agents (collectively, the "Indemnified Parties"), for all liability, loss, damages, costs, legal expenses, professional and other expenses of any nature whatsoever sustained, incurred, paid by or suffered by SGNIC resulting from any claim, action, or demand arising out of or related to the registration or use of the domain name. Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, tradename infringement, dilution, tortious interference with contract or prospective business advantage, passing off, defamation or injury to business reputation and copyright infringement; any and all claims arising from the administration and

Domain Name Registration Agreement – Revision 4

operation of the Dispute Policy (as set out in clause 31 herein). Each Indemnified Party shall send written notice to the Registrant of any such claim, action, or demand against that party within a reasonable time. The failure of any Indemnified Party to give the appropriate notice shall not affect the rights of the other Indemnified Parties.

SGNIC not liable for any damages suffered by Registrant

36. The Registrant further undertakes that it will not seek to recover and shall not be entitled to recover from SGNIC or to be indemnified by SGNIC against, any direct, indirect or consequential loss or damage or any claim, proceeding, cost, demand, liability or expense whatsoever sustained, incurred or paid by the Registrant to any party in respect of any of the matters specified in this Agreement.

Limitation of liability - SGNIC's maximum liability for damages

37. The registrant agrees that SGNIC will not be liable for any loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the registrant's domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if SGNIC has been advised of the possibility of such damages. In no event shall SGNIC's maximum liability under this agreement exceed S$500.00.

Modifications and Termination

These terms and conditions may be modified or amended by SGNIC at any time

38. The Registrant acknowledges and agrees that SGNIC may amend this Agreement, including the quantum of fees payable to SGNIC, from time to time and that, upon thirty (30) days posting on the Internet at the URL http://www.nic.net.sg, the Agreement shall be so amended in the manner as indicated and that such amendments are binding upon the Registrant.

Termination of this Agreement by reason of IANA's action

39. The Registrant further acknowledges and agrees that SGNIC's right to issue, maintain or otherwise deal with domain names (of whatever level or category) is dependant on the Internet Assigned Numbers Authority's ("IANA") or its successors' (successor shall mean subsequent organization that takes over IANA's functions) continued recognition of and delegation to SGNIC to perform all such acts as may be expected of SGNIC under this Agreement. Whilst SGNIC does not anticipate that IANA or its successor would withdraw such recognition and/or delegation, Registrant nevertheless agrees that notwithstanding any other provision herein, this Agreement shall terminate on the same day as IANA or its successor withdrawing its recognition of and/or delegation to SGNIC.

Effects of termination

40. In the event that this Agreement is terminated, for whatever reason, the Registrant agrees that

(a)   it shall, prior to the date of termination, pay SGNIC in full all monies then owing by the Registrant to SGNIC; and

(b)   it shall have no claims or recourse whatsoever, whether under contract, tort or any other legal theory, against SGNIC. For the avoidance of doubt, there shall be no refund, whether in whole or in part, of any fees which have been paid to SGNIC prior to the termination of this Agreement.

Domain Name Registration Agreement – Revision 4

	(c)	clauses 35 to 37 of this Agreement shall survive such termination.

General Terms

Notices - Where communications by SGNIC are to be sent	41.	All notices or reports (but not including reminders for Maintenance Fees) permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, by registered mail, and/or where possible, by electronic mail and shall be deemed given upon personal delivery, or seven (7) days after deposit in the mail, whichever occurs first. Initial notices to the Registrant shall be sent to the domain name Administrative Contact at the address provided by the Registrant in the application form.
Agency - Registrant not SGNIC's agent and vice versa	42.	Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
Non-Waiver - Failure to enforce a particular term of this Agreement at the right time does not mean that the right cannot be enforced later	43.	The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Notwithstanding any provisions herein, SGNIC may in its absolute discretion waive any rights that it may have under this Agreement or the operation of any term or condition which is to the benefit of the SGNIC.
Invalidity & Severability - This Agreement, as a whole, shall remain valid even if parts of it may be held by a court of law to be invalid.	44.	In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Such provision shall be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. Further, SGNIC will amend or replace the unenforceable or invalid provision with one that is valid and enforceable and which achieves, to the fullest extent possible, the original objectives and intent of SGNIC as reflected in the original provision.
Assignment	45.	The Registrant consents to SGNIC assigning this Agreement and all rights and obligations of SGNIC contained herein if the assignee agrees to be bound by or assume the obligations imposed on SGNIC under this Agreement. Registrant shall not assign this Agreement to any other party.
Entire Agreement - all the terms governing the relationship between Registrant and SGNIC are to be found in this Agreement and no where else	46.	This Agreement, as may be amended by SGNIC from time to time, constitutes the complete and exclusive agreement of the parties regarding the registration and/or use of domain names. This Agreement supersedes and governs all prior proposals, agreements or other communications between the parties. The Registrant agrees that registration of the domain name as applied for by the Registrant constitutes an agreement to be bound by this Agreement, as amended by SGNIC from time to time.

Domain Name Registration Agreement – Revision 4

Margin Notes

47. Headings and margin notes to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

Ratification – where application was made on Registrant's behalf

48. In the event that the Registrant had applied for the registration for the domain name through an agent, Registrant hereby ratifies all acts of the Registrant's agent and agrees to be bound by the terms and conditions herein.

Governing Law

49. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore. The parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts.