



Application-cum-Agreement for ".sg" Domain Name Registration Service

Note: This Service is available to registered companies/businesses with original Certification of Incorporation/Business Registration Certificate for verification.

Particulars Of Company/Business ("Applicant")			
Name of *Company/Business		*Company/ Business Registration No.	
Main Office No: _____ Fax: _____		Type of Business	
Name of Authorised Officer of Applicant	Designation of Authorised Officer of Applicant	*NRIC / Passport No. of Authorised Officer of Applicant	
Registered Address		Correspondence / Billing Address (if different from Registered Address)	
Postal Code		Postal Code	

Billing †
 Charge to Existing Account No: _____
 Open New Account: _____ (For Official Use)

Administrative Contact †			
SGNIC Handle: _____ (If known, do not need to complete the rest of this section)			
<input type="checkbox"/> Same as Authorised Officer of Applicant		<input type="checkbox"/> Others (Please complete the rest of this section)	
Name		Email Address	
Tel No.	Pager/Handphone No.	Fax No.	

Technical Contact †			
SGNIC Handle: _____ (If known, do not need to complete the rest of this section)			
<input type="checkbox"/> Same as Administrative Contact		<input type="checkbox"/> SingNet	
<input type="checkbox"/> Others (Please complete the rest of this section)			
Name		Email Address	
Company		Registered Address	
		Postal Code	
Tel No.	Pager/Handphone No.	Fax No.	

Domain Name Required† (Only for com.sg/net.sg/org.sg/edu.sg domains only)		DNS Information (If DNS is not hosted by SingNet)	
<input type="checkbox"/> New Domain Name		Primary DNS server Hostname	
- 1 st Choice: _____		Primary DNS Server IP Address	
- 2 nd Choice: _____		Secondary DNS Server Hostname	
- 3 rd Choice: _____		Secondary DNS Server IP Addresses	
<input type="checkbox"/> Existing Domain Name: _____		1) _____	
- Transfer Password: _____		2) _____	
		3) _____	

Value Added Services † (Please provide details in Annex A attached hereto)		Contract Period †	
<input type="checkbox"/> DNS Hosting		<input type="checkbox"/> 1 year	
		<input type="checkbox"/> 2 years	

Remarks (if any)

Undertaking

I/We* agree to subscribe for the above mentioned ".sg" Domain Name Registration Service provided by SingNet and agree to be bound by the following sets of terms and conditions (including any amendments thereto as may be made from time to time) which shall form the terms of the Agreement between SingNet and ourselves in relation to the provision of the above-mentioned services upon SingNet's acceptance of this application via its confirmation of the Service Activation Date, which terms shall take precedence in the order set out below:

- Terms and Conditions, if any, in relation to SingNet's provision of any value added services required by the Applicant attached hereto or shall be made available upon request from the designated SingTel Account Manager which shall form part of the Product Terms and Conditions;
- The Product Terms and Conditions for ".sg" Domain Name Registration Service attached hereto or shall be made available upon request from the designated SingTel Account Manager;
- SingNet's Specific Terms and Conditions which are available on the website accessible at url address "http://business.singnet.com.sg"; and
- SingTel's General Terms and Conditions of Service which are available on the website accessible at url address "http://www.singtel.com".

I/We* further agree that the terms and conditions of this Agreement are subject to amendment by SingTel and SingNet from time to time in such manner as SingTel and SingNet deem proper. I/We* acknowledge and agree that the Initial Contract Term for the abovementioned Service shall be one (1) year or such other periods set out on the ACA Form and confirmed by SingNet from the Service Activation Date of the abovementioned Service. I/We* also confirm that the information herein given is true and correct.

Signature of *Applicant/Authorised Officer & Date	* Company/Business Stamp
Reseller	

Signature of Sales Officer/Date	Name of Sales Officer/Tel No.	Reseller's Stamp
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Transaction Type (For Account Manager/Sales Officer Use Only) †	Checklist (For Account Manager/Sales Officer Use Only) †
<input type="checkbox"/> New <input type="checkbox"/> Renewal	<input type="checkbox"/> Attached Product Terms & Conditions <input type="checkbox"/> Attached VAS Terms & Conditions, if any

Application for Value Added Services (".sg" Domain Name Registration Service)

Customer Information†

- New Customer Existing Customer: _____ (Please Specify Existing Service ID)
- Customer's email address: _____ (SingNet's IP addresses and MRTG Userid/password will be sent to this email address)

Domain Name System ("DNS") Hosting Service†

- Requires SingNet Primary DNS Hosting
- Requires SingNet Secondary DNS Hosting
- Customer's Primary DNS Server**
Hostname: _____ IP Address: _____

Note: Please attach Registration/Modification forms from the relevant registry & authorization letter to SingNet (if applicable).

Remarks (if any)

Product Terms and Conditions for SingNet .SG Domain Name Registration Service

The agreement between the Customer and SingNet contains the following Product Terms and Conditions. By completing and submitting an application to SingNet for consideration and acceptance by SingNet, the Customer agrees that he/she has read and agrees to be bound by these Product Terms and Conditions.

1. Definitions

In these Product Terms and Conditions, the following words and expressions shall have the following meanings:

“Agreement” means the agreement entered into between the Parties upon SingNet’s acceptance of the duly completed and signed ACA Form submitted by the Customer;

“Application cum Agreement for SingNet .SG Domain Name Registration Service” or “ACA Form” means the application form duly completed and signed by the Customer together with these Product Terms and Conditions, as well as SGNIC’s Registrant Agreement and rules, policies, procedures and regulations as documented in the RPPG and SDRP, which shall form the entire agreement between the Parties in relation to SingNet’s provision of the Service to the Customer;

“Bill” means any bills, invoice or statement issued or rendered by or for and on behalf of SingNet of any charge, fee or other sum stated therein as due or payable to SingNet under these Product Terms and Conditions;

“Customer” means the applicant whose application for the Service is received by SingNet;

“Domain Name” refers to the domain name that the Customer has requested for in the ACA Form it has completed and submitted to SingNet;

“Initial Contract Term” shall mean a period of one (1) calendar year or such other period as may be stipulated by the Customer in the ACA Form;

“Registrant” means the holder of a Domain Name;

“Registrant Agreement” means the agreement between SGNIC and the Registrant regarding the registration of Domain Name by the Registrant;

“Registrar” means a person or entity that contracts with Registrants and collects registration data about the Registrants and submits registration information for entry in the Registry Database including inserting and renewing registration of domain names in the Registry Database;

“Registrar Accreditation Agreement” means the written agreement that the Registrar enters into with SGNIC;

“Registrar-Registrant Agreement” means the written agreement or an electronic agreement, which is equivalent at law to a written agreement that the Registrar enters into with each of its Registrants of record;

“Registry Database” means a database comprised of data about one or more domain names within the domain of a registry that is used to generate either DNS resource records that are published authoritatively or responses to Domain Name availability lookup requests or WHOIS queries, for some or all of those names;

“RPPG” means all rules, policies, regulations and procedures that SGNIC may adopt from time to time, which is available for inspection in the SGNIC website accessible at url address “<http://www.nic.net.sg>”, as may be amended and supplemented by SGNIC from time to time;

"SDRP" means the Singapore Domain Name Dispute Resolution Policy, Rules and all the Supplemental Rules with respect to any dispute resolution services that SGNIC has adopted which may be revised from time to time;

"Service" means (i) in relation to new domain names, the registration, maintenance or renewal of Customer's Domain Name in the Registry Database of .SG domain names, or (ii) in relation to existing domain names, the transfer-in, maintenance or renewal of Customer's Domain Name in the Registry Database of .SG domain names;

"Service Activation Date" means (i) in relation to new domain names, the date that SingNet registers the Domain Name in the Registry Database of .SG domain names, or (ii) in relation to existing domain names, the date that SingNet successfully transfers the Domain Name from the Customer's old Registrar to SingNet in the Registry Database of .SG domain names;

"SGNIC" means Singapore Network Information Centre Private Limited, the Domain Name registration authority for .SG domains;

"SingNet" means SingNet Private Limited and its successors;

"Term" means the Initial Contract Term and any renewal or amendment thereof, as the case may be;

"WHOIS database" means an interactive, query-based and publicly accessible database that returns information about the ownership, contact details and availability of a Domain Name.

2. Duration & Commencement of Agreement

- 2.1 The Initial Contract Term shall commence on the Service Activation Date.
- 2.2 The minimum period of subscription of the Service shall be the Initial Contract Term.
- 2.3 This Agreement shall be automatically renewable for subsequent consecutive terms of [one year] each unless terminated in accordance with the terms of this Agreement. The terms and conditions of this Agreement shall continue to apply for each renewed term.

3. Charges and Payments

- 3.1 The Customer shall be liable to pay in advance all charges, fees, costs or other amounts whatsoever in relation to the Service as shown in SingNet's Bill (hereinafter separately and collectively referred to as "Charges").
- 3.2 SingNet shall not in any event be liable to refund either all or part of any Charges paid by the Customer in the event of a termination of this Agreement and/or the provision of the Service for any reason whatsoever.

4. Non-Cancellation of Request

The Customer shall not be allowed to withdraw the ACA form upon submission.

5. Obligations of Customer

- 5.1 When applying for a Domain Name, the Customer represents to SingNet and warrants that:
- a) the Domain Name applied for does not infringe any registered trademark in Singapore;
 - b) the Domain Name is not identical to or confusingly similar with either a registered trademark, company or business name in Singapore;
 - c) the Domain Name does not infringe the rights of any third parties in relation to any applicable treaties or agreements;
 - d) the Domain Name applied for is for its own organizational use;
 - e) the Customer will not allow another party to use the Domain Name, whether for profit or otherwise; and
 - f) the registration and/or use of the Domain Name does not infringe with the legal rights of any party in Singapore.
- 5.2 The Customer shall provide to SingNet complete and accurate data and promptly correct and update SingNet of any changes thereto during the Term.
- 5.3 The Customer's wilful provision of incomplete and inaccurate or unreliable information, its wilful failure promptly to update information provided to SingNet, or its failure to respond for over 15 days to inquiries by SingNet concerning the accuracy of contact details associated with the Customer's registration shall constitute a material breach of this Agreement and be a basis for cancellation of the Service.
- 5.4 The Customer acknowledges and agrees that registration of a Domain Name does not create any proprietary right for him, SingNet or any other person in the name used as a Domain Name or the Domain Name registration and that the entry of a Domain Name in the Registry Database or in the WHOIS system of the Registry shall not be construed as evidence or ownership of the Domain Name registered as a Domain Name. The Customer shall not in any way transfer or purport to transfer a proprietary right in any Domain Name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a Domain Name registration. The Customer shall represent that, to the best of the Customer's knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
- 5.5 The Customer is required to have ready at least two valid operational name servers.

6. Obligations of SingNet

- 6.1 In consideration for the Customer's payment of the Charges and compliance with these Product Terms and Conditions, SingNet shall provide the Customer the Service requested by the Customer in accordance with these Product Terms and Conditions.
- 6.2 SingNet shall not prevent the Customer from changing Registrar of record at any time save in accordance with the RPPG.
- 6.3 In the event that SingNet is no longer a SGNIC accredited registrar, has had its accreditation as a SGNIC accredited registrar suspended or terminated, SingNet shall:

- a) Immediately give notice to the Customer in a form or manner as prescribed by SingNet; and
- b) Ensure that each Customer is responsible for changing its Registrar of record to a new SGNIC accredited Registrar in the manner prescribed in the RPPG.

7. Application for Registration of Domain Names

- 7.1 The Customer is advised to refer to SingNet's Business website accessible at url address "http://business.singnet.com.sg" for SingNet's guidelines pertaining to this Service.
- 7.2 Before submitting an application to register a Domain Name, the Customer is advised to check SGNIC's WHOIS database to ascertain the availability of the Domain Name. SingNet is not responsible for checking the availability of the Domain Name.
- 7.3 SGNIC maintains a list of reserved domain names which shall not be registered. In addition, SGNIC may reject or refuse the Domain Name selected by the Customer. The Customer acknowledges that even if SingNet has approved an application or a registration for a Domain Name, it may still be rejected by SGNIC in performing the final check. The Customer agrees that SGNIC may cancel or suspend a registration approved by SingNet, as SGNIC in its sole discretion determines not in conformity with its policies, procedures and guidelines for registration. SingNet does not take responsibility if SGNIC rejects the Customer's application.

8. Effects of Registration of Domain Names

- 8.1 The Customer has the right to use the Domain Name but not the right to own it. As such, the Customer does not have the right to sell the Domain Name to any party whether for profit or otherwise.
- 8.2 SingNet and SGNIC shall not be involved in any dispute that the Customer may have with any third party. Any dispute arising from the registration and use of a Domain Name shall be determined in accordance with the SDRP.

9. First Come, First Served

SingNet shall register Domain Names on a first come, first served basis. Customers are advised not to take any steps in reliance and SingNet shall not be liable for any such reliance upon the prospective registration of a Domain Name before it becomes a registration entered in the Registry Database of .SG domain names.

10. Use of Personal Data

The Customer consents to having its details, including but not limited to the customer name, particulars, nameserver particulars, activation date and Domain Name status published in the SGNIC WHOIS database.

11. Rights of Refusal and Cancellation

SingNet, in its absolute discretion, reserves the right to refuse to accept the registration Agreement for any Customer. The Customer agrees that the submission of an application does not obligate SingNet to accept the Agreement. The Customer agrees that SingNet shall not be liable for loss or damages that may result from SingNet's refusal to accept the Agreement.

12. Suspension of Service

SingNet may, without terminating this Agreement and without liability, suspend part or all of the Service until further notice if SingNet is obliged to comply with an order, instruction or request of government, regulatory body or other competent authority.

13. Termination of Service

13.1 By the Customer

- a) The Customer may terminate this Agreement by giving SingNet at least thirty (30) days prior written notice.
- b) The effective date of notice of termination shall be the date of receipt of the said written notice by SingNet.

13.2 By SingNet

- a) Without prejudice to SingNet's right of termination stipulated elsewhere in this Agreement, SingNet reserves the right to terminate this Agreement and/or its provision of the Service, without being liable to the Customer in damages or otherwise for such termination, by giving to the Customer at least thirty (30) days prior written notice and is not bound to give any reason whatsoever for such termination;
- b) SingNet reserves the right to summarily terminate this Agreement and/or its provision of the Service at any time due to government directives or regulations or any Act of Parliament;
- c) SingNet may, without prejudice to any other rights or remedies of SingNet under these Product Terms and Conditions and notwithstanding the waiver of any previous breach, summarily terminate this Agreement and/or its provision of the Service, if:
 - i) the Charges payable under these Product Terms and Conditions or any other terms and conditions with SingNet are in arrears, or the Customer has breached or is likely to breach any term under these Product Terms and Conditions or any other terms and conditions with SingNet;
 - ii) SingNet is of the opinion that the Customer has used or is likely to use the Service in breach of any law;
 - iii) the Customer shall be adjudged bankrupt or a receiving order be made against him or if he makes any composition or arrangements with or assignment for the benefit of its creditors; or
 - iv) the Customer shall have a winding-up petition presented against it or have a judicial manager, a receiver and/or a receiver and manager appointed.

14. Dispute Resolution

The Customer agrees that its registration of the Domain Name shall be subject to suspension, cancellation, or transfer pursuant to the RPPG and SDRP, and in particular, but without limitation, (1) to correct mistakes in registering the Domain Name; or (2) for the resolution of disputes concerning the Domain Name. The Customer agrees that SGNIC shall have the right, at any time and from time to time, to amend the RPPG and SDRP.

15. Indemnity

The Customer agrees to indemnify, defend and hold harmless SingNet as well as their directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses arising out of or related to the Service.

16. Limitation of Liability

- 16.1 Under no circumstances shall SingNet be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits by the Customer as a result of, or in connection with the Service, hereunder, but not limited to, the Domain Name's suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by SGNIC or due to practices, customs or prejudices of Courts of Laws or Dispute Resolving Arbitrators; SGNIC's refusal of granting the Customer the Domain Name for whatever reason, or loss of data or income incurred by the Customer due to a malfunctioning in SingNet's systems.
- 16.2 The Customer acknowledges and agrees that, in no event shall the Customer pursue any claim against SGNIC, and in no event shall SGNIC be liable for any direct, indirect, special, punitive, exemplary or consequential damages including but not limiting to damages resulting in loss of use, lost profit, lost business revenue or third party damage or arising from any other breach by SingNet of its obligations under any agreement between SingNet and the Customer or the Registrar Accreditation Agreement between SGNIC and SingNet.

17. Variation and Waiver

SingNet reserves the right to amend and vary this Agreement from time to time as it deems fit.

18. SGNIC Terms, General Terms and SingNet Specific Terms

- 18.1 The Customer must comply with all policies, rules and procedures of SGNIC documented on the RPPG and SDRP. As SGNIC may amend such policies, rules and procedures from time to time, SingNet recommends that the Customer periodically refer to them on SGNIC's website accessible at url address "<http://www.nic.net.sg>".
- 18.2 The Customer has read and agreed to SGNIC's current form of the Registrant Agreement as amended and supplemented by SGNIC from time to time on SGNIC's website.
- 18.3 The Customer agrees that SGNIC shall have the right to enforce all terms of the Registrar-Registrant Agreement in accordance with the Contracts (Rights of Third Parties) Act 2001.
- 18.4 The Customer shall be bound by and shall fully observe and comply with all the General Terms, the SingNet Specific Terms and these Product Terms and Conditions. In an event of any inconsistencies amongst these sets of Terms and Conditions, these Product Terms and Conditions shall prevail over the SingNet Specific Terms, which shall in turn prevail over the General Terms.
- 18.5 The ACA form accepted and signed together with all references to the General Terms, the SingNet Specific Terms and these Product Terms and Conditions, shall constitute the entire Agreement for the Service.