



# **.MY Domain Name Dispute Resolution Rules**

Effective 14 November 2025

**.myNIC**

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## 1. Introduction and Purpose

- 1.1 MYNIC Berhad (i.e. Malaysian Network Information Centre) is the Registry for the top – level Malaysian Internet Domain, “.MY”, whose core business is the registration of domain names, administration and technical operation of the national domain registry as well as promoting the positive development of the Domain Name System (“DNS”) in Malaysia.
- 1.2 All domain name disputes are governed and administered in accordance with MYNIC .MY Domain Name Dispute Resolution Policy, .MY Domain Name Dispute Resolution Rules and the Supplemental Rules of the Provider (collectively referred to as the “Policy and Rules”).
- 1.3 This Rule is supplemental to the .MY Domain Name Dispute Resolution Policy (referred to as “the Rule”) and serves the purpose of providing the rules and requirements that needs to be complied with when conducting a Domain Name Dispute Resolution Proceeding.

## 2. Scope

- 2.1 This Rule applies to all .MY domain name registration and must be complied with by both Registrar and Registrants including but not limited to all other policies that are made available on MYNIC’s official website.

## 3. Definition of Terms

- 3.1 In these Rules, the following words shall have the following meanings: -

No.	Term	Definition
3.1.1	Complainant	means the Party (including its duly authorised representative, if any) which initiates a Proceeding against the Respondent to challenge the Respondent’s registration or use of the domain name;
3.1.2	Domain Name	refers to the .my Country Code Top Level Domain which is the subject of a Complaint;
3.1.3	Domain Name Dispute	means a dispute between the Registrant of a .MY domain name and a third party over the registration and/or use of a .MY domain name;

3.1.4	Sensitive Name	refers to word or words in English, Malay or romanized Chinese (including dialects) and Indian dialects, which are sensitive to the Malaysian public; obscene, scandalous, indecent, offensive, or contrary to Malaysian public norms or policy; comprise of derivatives and colloquialisms of words that are offensive; and/or consist of pejorative expressions in terms of denotation, connotation or association;
3.1.5	MYNIC	means MYNIC Berhad (i.e. Malaysian Network Information Centre), its officers and employees ("Employees");
3.1.6	MCMC	Means the Malaysian Communications and Multimedia Commission;
3.1.7	Fees	means the administrative fee and Proceeding fee stipulated in the Supplemental Rules of the Providers;
3.1.8	Panel	means the Administrative Panel appointed to decide the Proceeding between the Parties;
3.1.9	Panelist	means a qualified person appointed by the Provider to be a member of a Panel;
3.1.10	Party	Party means the Complainant or Respondent, as the case may be, and "Parties" means the both of them;
3.1.11	Proceeding	means the domain name dispute resolution proceeding between the Parties brought under the Policy and Rules;
3.1.12	Provider	means a body appointed by MYNIC (Asian International Arbitration Centre, AIAC) to provide domain name dispute resolution services in accordance with the Policy and Rules;
3.1.13	Respondent	means the Party (including its duly authorised representative) which has registered a domain name and against which a Complaint is filed by the Complainant;
3.1.14	Reverse Domain Name Hijacking	means the use of MYNIC's Domain Name Dispute Resolution Policy in bad faith to deprive the Respondent of its domain name;
3.1.15	Supplemental Rules	means the Provider's rules concerning the administration of a Proceeding and which shall not be inconsistent with MYNIC's Domain Name Dispute Resolution Policy and these Rules; and
3.1.16	Working day	means any day other than a Saturday, Sunday, or a Federal public holiday in Malaysia.

#### **4. General Principles**

- 4.1 As and when required, the Rule shall be updated accordingly to reflect any changes in either internal or external circumstances to avoid conflicts and inconsistencies.
- 4.2 The Rule shall be reviewed in its entirety on an annual basis or as and when required to ensure its contents' continued relevance and appropriateness.
- 4.3 The Rule contains proprietary information of MYNIC. Therefore, any of the information contained therein shall not be introduced and/or disclosed under any circumstances without the express written consent of MYNIC.

#### **5. Communications**

- 5.1 Unless otherwise specified herein, all communication between the Parties and the Provider shall be sent by electronic mail.
- 5.2 All communication made by electronic mail shall be deemed to have been made on the date that the communication was transmitted, provided that the date of transmission is verifiable.
- 5.3 All communication made by electronic mail shall include automated messages confirming e-mail delivery or shall have the read receipts enabled which shall be relied upon as valid and authentic communication.
- 5.4 All communication made by electronic mail must as far as possible be sent in plain text. All attachments and/or annexures accompanying such communication must as far as possible be in the format stipulated by the Provider.
- 5.5 Except for the submission of the Complaint, Response and Reply, no Party may communicate with the Provider unless the other Party is forwarded with a copy of the said communication in the same manner and at the same time the communication is made, failing which the communication will be disregarded by the Provider.
- 5.6 It is the sender's responsibility to keep a record of the sending of any such communication. These records must be available for the inspection of any of the other parties whenever required.
- 5.7 If either the Complainant or Respondent receives a notification that a communication sent by them to the other Party has not been received, it must immediately inform the Provider. Subsequent to this, all communication concerning a Proceeding will be conducted as instructed by Provider.

- 5.8 Either Party may update its contact details by notifying the Provider, which shall then inform the other Party and the Panel (if a Panel has been appointed).
- 5.9 Except as otherwise provided in these Rules, all time periods calculated herein shall begin to run from the earliest date that the communication is deemed to have reached its recipient in Rule 5.2.

## **6. The Complaint**

- 6.1 To initiate a Proceeding, a Complaint shall be submitted in electronic form to the Provider in accordance with the Policy and Rules.
- 6.2 The Complaint must: -
- 6.2.1 provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Complainant;
  - 6.2.2 subject to Rule 5.1, specify a preferred method for communications and the Complainant's contact person, if any;
  - 6.2.3 state whether the Complainant chooses to have the Proceeding decided by a single-member (a Panel made up of one Panelist) or three-member Panel (a Panel made up of three Panelists) and, in the event the Complainant opts for a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panelists (the Complainant will choose its candidates from the Provider's list of Panelists);
  - 6.2.4 provide the name of the Respondent and any other relevant information (including the Respondent's postal address, telephone and facsimile numbers and electronic-mail address), which will be able to assist the Provider in sending the Complaint to the Respondent (if any);
  - 6.2.5 specify the domain name(s) which is/are in dispute;
  - 6.2.6 specify the trademark(s) or service mark(s) on which the Complaint is based and for each mark, describe the goods or services to which it relates;
  - 6.2.7 for Sensitive Domain Names, state the grounds in any one or more categories detailed in Paragraph 12 of the .MY Domain Name Dispute Resolution Policy;
  - 6.2.8 specify the remedies sought;
  - 6.2.9 identify any legal proceedings which involve the domain name(s) that may have been commenced or terminated by the Complainant;
  - 6.2.10 state that the Complainant agrees to be bound by the exclusive jurisdiction of the Malaysian Courts in relation to any Court proceedings commenced by

either Party in respect of the disputed domain name or where arbitration proceedings are commenced, that the Complainant agrees to comply with either the Arbitration Act 2005 or the Rules of the AIAC, as the case may be; and

- 6.2.11 end the Complaint with the following statement and the signature of the Complainant:-

*"The Complainant agrees that its claims and remedies concerning the registration or use of the domain name, the domain name dispute or its resolution shall be solely against the Respondent and accordingly, the Complainant waives all other claims and remedies against MYNIC, the Provider and its Panelists, as well as their respective officers and employees, except in the case of fraud or deliberate wrongdoing."*

*"Further thereto, the Complainant certifies that the information contained in this Complaint is, to the best of the Complainant's knowledge, complete, current, accurate and true, that this Complaint is not being presented for any improper purpose and that the assertions in this Complaint are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."*

*"The Complainant, in consideration of this domain name dispute resolution procedure made available by MYNIC, hereby agrees and acknowledges to be bound by the provisions set out in MYNIC's Domain Name Dispute Resolution Policy, these Rules and the Supplemental Rules of the Provider ("Policy and Rules"). Further thereto and also in consideration of the said domain name dispute resolution procedure made available by MYNIC, the Complainant agrees, acknowledges and undertakes to indemnify MYNIC, its officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against MYNIC as a direct or indirect result of the domain name dispute or pursuant to the Policy and Rules."*

- 6.3 The Complaint must also state the grounds on which it is made, specifically:-

6.3.1 the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

6.3.2 why the domain name(s) should be considered as having been registered and/or used by the Respondent in bad faith.

- 6.4 All relevant documents and evidence which the Complainant intends to rely on should be attached to the Complaint, together with a schedule indexing the same.

- 6.5 The Complainant must then pay the Provider the Fees stated in Rule 23 within five (5) Working days after it has submitted the Complaint to the Provider.

- 6.6 The Complainant may also submit a Complaint to the Provider in respect of more than one domain name but only if these other domain names were registered by the same Respondent.

## **7. Notification of the Complaint**

- 7.1 Upon receipt of the full payment of the Fees stated in Rule 6.5 above, the Provider must review the Complaint to make sure that it is complete and complies with the requirements of the Policy and Rules.
- 7.2 Where the Provider finds that the Complaint is complete and in compliance with the Policy and Rules, the Provider will send the Complaint to the Respondent within three (3) Working days.
- 7.3 The Provider is responsible for taking all reasonable steps to ensure that the Respondent receives the Complaint. The Provider shall use the following measures to discharge this responsibility:-
- 7.3.1 sending the Complaint in electronic form by e-mail to:-
- 7.3.1.1 the electronic-mail addresses of those administrative, technical, and billing contacts;
  - 7.3.1.2 postmaster@<the contested domain name>;
  - 7.3.1.3 if the domain name (or "www." followed by the domain name) leads to a web page (but not a web page which is used for parking domain names), any electronic-mail address which is shown or linked to that web page;
- 7.3.2 to the extent practicable, as determined at the sole discretion of the Provider, by sending the Complaint to all other addresses provided to the Provider by the Complainant under Rule 6.2.4 above.
- 7.4 Where the Provider finds that the Complaint is incomplete or is not in compliance with the Policy and Rules, the Provider shall notify the Complainant accordingly. The Complainant then has five (5) Working days to make the necessary corrections to the Complaint. If the Complainant is unable to do so or where the Complainant fails to make payment of the Fees stated in Rule 23, the Complaint will be considered to have been withdrawn without prejudice to the right of the Complainant to submit a new Complaint in respect of the same domain name. In such cases, the administrative fee will be retained by the Provider while the Proceeding fee will be refunded to the Complainant.



- 7.5 Further to Rule 7.4, the Provider shall make the refund stated therein within seven (7) Working days from the date the Provider determines that a refund is required and, in any case, no later than one (1) month from the date the Provider receives payment of the Fees from the Complainant.
- 7.6 The date on which the Proceeding deemed to have commenced shall be the date on which the Provider forwards the Complaint to the Respondent.

## **8. The Response**

- 8.1 The Respondent shall within fifteen (15) Working days from the date the Proceeding deemed to have commenced submit its Response to the Provider in electronic form as stipulated in Rule 5.1.
- 8.2 The Response must respond specifically to the Complainant's allegations in the Complaint and specify the reasons why the Respondent should be allowed to keep the registration and use of the domain name(s) and why the Respondent should not be found to have registered and/or used the domain name in bad faith. For this purpose, the Respondent may, among others, raise circumstances establishing that it has rights and legitimate interests in the domain name as elaborated upon in Paragraph 7 of MYNIC's Domain Name Dispute Resolution Policy.
- 8.3 The Response must also:-
- 8.3.1 provide the name, postal address, telephone and facsimile numbers and electronic-mail address of the Respondent;
  - 8.3.2 subject to Rule 5.1, specify a preferred method for communications and the Respondent's contact person, if any;
  - 8.3.3 in the case where the Complainant has opted to have the Proceeding decided by a single-member Panel, state whether the Respondent chooses to have the Proceeding decided by a three-member Panel;
  - 8.3.4 in the case where either the Complainant or the Respondent has opted to have the Proceeding decided by a three-member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panelists (the Respondent will choose its candidates from the Provider's list of Panelists);
  - 8.3.5 identify any legal proceedings which involve the domain name(s) that may have been commenced or terminated by any party;
  - 8.3.6 state that the Respondent agrees to be bound by the exclusive jurisdiction of the Malaysian Courts in relation to any Court proceedings commenced by either Party in respect of the disputed domain name or where arbitration proceedings are commenced, that the Complainant agrees to comply with

either the Arbitration Act 2005 or the Rules of the AIAC, as the case may be; and

- 8.3.7 end the Response with the following statement and the signature of the Respondent:-

*"The Respondent certifies that the information contained in this Response is, to the best of the Respondent's knowledge, complete, current, accurate and true and that the assertions in this Response are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument".*

*"The Respondent hereby agrees and acknowledges to be bound by the provisions set out in the Registration Agreement, MYNIC's Domain Name Dispute Resolution Policy, these Rules, and the Supplemental Rules of the Provider ("Policy and Rules"). Further thereto and for the avoidance of doubt, the Respondent further agrees, acknowledges, and undertakes to indemnify MYNIC, its officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against MYNIC as a direct or indirect result of the domain name dispute or pursuant to the Policy and Rules."*

- 8.4 All relevant documents and evidence on which the Respondent is relying should be attached to the Response, together with a schedule indexing the same.
- 8.5 If the Complainant had originally chosen a single-member Panel to decide the Proceeding but the Respondent chooses a three-member Panel instead, the Respondent must pay half (1/2) of the Fees for the three-member Panel. The Respondent must make this payment within the fifteen (15) Working days stated in Rule 8.1 and if the Provider does not receive the Respondent's payment by the end of the fifteen (15) Working days stated in Rule 8.1, the Proceeding will be decided by a single-member Panel only.
- 8.6 The Respondent may request the Provider for an extension in submitting the Response if the following conditions are met:-
- 8.6.1 the Respondent furnishes the Provider with an explanation or evidence of exceptional circumstances;
- 8.6.2 Upon having reviewed the explanation or evidence of exceptional circumstances, the Provider shall exercise its sole discretion to decide whether to grant the Respondent an extension or otherwise;
- 8.6.3 In the event that an extension is granted, the Provider shall exercise its sole discretion to decide on the length of the extension; and

- 8.6.4 Irrespective of any oral and/or written agreement concluded between Parties on the time extension, such agreement shall have no effect unless otherwise approved by the Provider.
- 8.7 If the Respondent fails to submit its Response within the time specified in Rule 8.1 of the Supplemental Rules, the without showing any exceptional circumstances for such failure, the Provider shall proceed to appoint a Panel.

## **9. Reply**

- 9.1 Upon receipt of the Response from the Provider, the Claimant shall, within five (5) Working days:-
- 9.1.1 submit its Reply to the Provider, if any; and/or
- 9.1.2 in the case where the Complainant had initially chosen to have the Proceeding decided by a single-member Panel but the Respondent subsequently chose to have the Proceeding decided by a three- member Panel, supply the Provider with the names and contact details of three (3) candidates to serve as one of the Panelists (the Complainant will choose their candidates from the Provider's list of Panelists), in electronic form.
- 9.2 The Reply must comply with the relevant provisions of Rule 6. The Reply may only answer the allegations made by the Respondent in the Response and must not raise any new issues whatsoever.
- 9.3 The Reply shall comply with any word or page limit set forth in the Supplemental Rules of the AIAC.

## **10. Appointment of the Panel**

- 10.1 The Provider must maintain and publish a list of its Panelists on its web site. The list must specify the relevant qualifications and contact details of the Panelists.
- 10.2 In the event that neither Party opts for a three-member Panel, the Provider will randomly appoint a single Panelist to decide the Proceeding within five (5) Working days after it has received the Response or Reply, as applicable, or after the lapse of the time for the submission of the Response or Reply, as the case may be.
- 10.3 Where either Party has opted for a three-member Panel, the Provider will randomly appoint a Panelist from each Party's choice of candidates. The third Panelist will be appointed by the Provider.

- 10.4 Where either Party has opted for a three-member Panel and a Party does not provide the Provider with its choice of candidates or where the Provider does not receive the same by the end of the applicable period, the Provider will randomly choose a Panelist for that Party.
- 10.5 The Provider will choose the Panelists to make up the three-member Panel within five (5) Working days after the date the Provider should have received the Parties' choice of candidates.
- 10.6 Once the Panel is appointed, the Provider will inform the Parties of the names of the chosen Panelist(s).
- 10.7 If the Complainant chooses a three-member Panel, the Complainant must bear all the Fees in the Proceeding. However, where the Complainant had originally chosen a single-member Panel, but the Respondent then chooses a three-member Panel, the Fees will then be shared equally between the Parties.

## **11. Impartiality & Independence of the Panelist**

- 11.1 Each Panelist must be impartial and independent. Before accepting any appointment, the Panelist must inform the Provider of any circumstances or facts which may raise justifiable doubts as to the Panelist's impartiality or independence. The Panelist and/or either of the Parties, as the case may be, must also immediately inform the Provider if they discover such circumstances or facts during a Proceeding. A party who intends to challenge a Panelist must file a notice in writing with the Director of the Provider within five (5) working days of the appointment of the Panelist and adhere to Rule 13 of the Supplemental Rules of the AIAC.
- 11.2 If the Provider finds that such justifiable doubts are warranted, whether raised by the Panelist in question, another Panelist in the Panel or any of the Parties in a Proceeding, the Provider will remove the current Panel and appoint a new Panel in the same manner specified in Rule 10. Where the Panelist in question was sitting in a three-member Panel, the Provider has the discretion whether to dissolve and replace the entire three-member Panel or to remove the Panelist(s) in question and reappoint a replacement Panelist(s).
- 11.3 For the purposes of Rule 11.1, each Panelist appointed to sit in a Panel must supply the Provider with a Declaration of Impartiality and Independence. This Declaration will be evidence of the Panelist's impartiality and independence in deciding a Proceeding.

## **12. Communication between the Parties and the Panel**

- 12.1 Neither Party may unilaterally initiate any communication with the Panel.
- 12.2 Any communication between the Panel and a Party or vice versa must be forwarded to the other Party and the Provider in the same manner and at the same time the communication is made.

## **13. Transmission of the File to the Panel**

- 13.1 The Provider will forward the file containing the relevant documents received from the Parties to the Panel once the Panel is appointed.

## **14. General Powers & Conduct of the Panel**

- 14.1 The Panel must conduct the Proceeding in compliance with the Policy and Rules. The Panel must also make sure that the Parties are treated fairly and that each Party is provided with a fair opportunity to present its case.
- 14.2 The Panel must make sure that the Proceeding runs smoothly and efficiently. In exceptional circumstances, where requested by the Parties or as determined to be necessary by the Panel, the Panel has the right and discretion to extend any time periods stated in the Policy and Rules and where it does so, it will inform the Provider, who will in turn inform the Parties accordingly.
- 14.3 The Panel will decide whether the evidence presented by the Parties is admissible. If the evidence is admissible, the Panel will then decide on the relevance and importance of such evidence.
- 14.4 The Panel also has the right and discretion to decide whether to consolidate multiple Proceedings into a single Proceeding in accordance with the Policy and Rules.

## **15. Language of the Proceeding**

- 15.1 The Proceeding must be conducted in Bahasa Melayu or the English Language.
- 15.2 The Panel, however, has the right and discretion to accept any evidence in languages other than Bahasa Melayu or the English Language. However, such evidence must be accompanied by a duly certified translation of the entire or relevant portion of the evidence in either Bahasa Melayu or the English Language.

## **16. Further Statements**

- 16.1 The Panel has the right and discretion to request for further statements or documents from either Party through the Provider and to take such further statements or documents into consideration.
- 16.2 The request for further statements or documents shall be made in accordance with Rule 9 of the Supplemental Rules.

## **17. In – Person Hearings**

- 17.1 No in-person hearings (including hearings by way of telephone conference, video conference and web conference) are allowed. However, in exceptional circumstances, the Panel has the right and discretion to allow and conduct in- person hearings if the Panel decides that it is necessary to do so but only when both Parties are present.
- 17.2 Notwithstanding as such, in exceptional circumstances, the Panel has the right and discretion to allow and conduct in-person hearings subject to Rule 15 of the Supplemental Rules of AIAC or if the Panel deems it necessary and it is conducted in the presence of both Parties.

## **18. Default**

- 18.1 In the event that a Party does not comply with the time periods in the Policy and Rules or the time periods of the Panel, the Panel must proceed to a decision on the Proceeding unless there are any exceptional circumstances.
- 18.2 Where a Party does not comply with any request made by the Panel or any provision or requirement of the Policy and Rules, the Panel may draw inferences from it as the Panel considers appropriate unless there are any exceptional circumstances.

## **19. Decision of the Panel**

- 19.1 The Panel will decide a Proceeding based on the documents and evidence submitted by the Parties, the Policy, and Rules as well as any other rules and principles of law that it deems applicable. For the avoidance of doubt, the decisions of other Panels in previous Proceedings or other domain name dispute cases are not binding precedent and should not be treated as such.
- 19.2 If the Panel decides in favor of the Complainant, the Panel may order that the Respondent's registration of the domain name be transferred to the Complainant or deleted. If the Panel decision is in favor of the Respondent, the domain name will remain with the Respondent accordingly. The Panel is not allowed to make any other order such as an award of damages or a payment of compensation.

- 19.3 Barring any exceptional circumstances, the Panel will forward its decision to the Provider within fourteen (14) Working days after it has received the file in Rule 13.1.
- 19.4 In the case of a three-member Panel, the decision of the Panel shall be by majority.
- 19.5 The Panel's decision must be in writing. It must state the reasons on which the Panel's decision is based, the date of the decision and the name(s) of the Panelist(s) deciding the Proceeding.
- 19.6 The decision of the Panel (including the dissenting opinions of any Panelist) must comply with the Supplemental Rules. Any dissenting opinions must also accompany the majority decision.
- 19.7 If the Panel finds that the domain name dispute does not fall within the scope of MYNIC's Domain Name Dispute Resolution Policy, the Panel must state so.
- 19.8 If the Panel finds that the Complaint was brought in bad faith, for example, in an attempt at Reverse Domain Name Hijacking or to harass the Respondent, the Panel must declare the same in its decision.

## **20. Communication of the Decision to the Parties & Publication of the Decision**

- 20.1 The Provider must inform the Parties and MYNIC of the decision within three (3) Working days after it receives the decision from the Panel. The Provider will also inform the Parties and MYNIC of the date when the decision is to be implemented, where applicable, subject to Paragraph 14 of MYNIC's Domain Name Dispute Resolution Policy.
- 20.2 The decision of the Panel must be published and made accessible to the public on the web site of the Provider, except if the Panel determines otherwise.
- 20.3 A Proceeding will be considered to have concluded when the Provider informs MYNIC of its outcome, whether it is decided upon by the Panel or otherwise terminated in accordance with the Policy and Rules.

## **21. Settlement or Other Grounds for Termination**

- 21.1 The Parties must immediately inform the Provider if they agree to settle the domain name dispute before the Panel is appointed, or where the Panel has been appointed, inform the Provider and the Panel of the same before the Panel comes to a decision. The Parties must also supply the Provider and the Panel (where appointed), with a written and signed agreement indicating the settlement. Once the Provider and the Panel (where appointed), receive this agreement, the Proceeding will be terminated, and the Provider will inform the Parties and MYNIC of the same.

21.2 If at any time after the Panel is appointed, the Panel finds that it is unnecessary or impossible to continue with the Proceeding, the Panel will inform the Parties that the Proceeding is to be terminated and the reasons thereof. Either Party may then object to the termination of the Proceeding but must do so within a reasonable time as set by the Panel. If the objections raised are not acceptable or no objections are raised at the end of the said time, the Panel will proceed to terminate the Proceeding.

21.3 Where a Proceeding is terminated by:-

21.3.1 the Panel - the Panel will inform the Provider of the same and the reasons thereof and thereupon, the Provider will inform MYNIC and the Parties accordingly;

21.3.2 the Provider - the Provider will inform MYNIC and the Parties of the same and the reasons thereof accordingly.

## **22. Effect of Court Action or Any Other Alternative Dispute Resolution Process**

22.1 If any Court action or any other alternative dispute resolution process is initiated before or during a Proceeding in respect of the domain name(s), the Panel has the right and discretion to suspend or terminate the Proceeding or to continue with the Proceeding.

## **23. Fees**

23.1 The Complainant must pay the Provider the Fees for the single – member Panel or three – member Panel, as applicable, within five (5) Working days from its submission of the Complaint to the Provider. If the Complainant does not do so, the Complaint will be considered withdrawn.

23.2 Where the Respondent chooses a three-member Panel in Rule 8.3.4, the Respondent must pay for half (1/2) of the Fee for the three-member Panel within the fifteen (15) Working days stated in Rule 8.1. In all other cases, the Complainant must bear all of the Fees. However, in exceptional circumstances, for example, where an in-person hearing is held, the calculation and payment of the relevant fees may be agreed by the Parties.

23.3 The Provider will not take any action on the Complaint or commence a Proceeding unless it receives payment of the Fees stated in Rule 23.1 from the Complainant.

23.4 For the avoidance of doubt, any payment made by any of the Parties to the Provider pursuant to these Rules, shall only be considered to have been received by the Provider when the payment is credited to the Provider's account.

23.5 If a Proceeding is withdrawn by the Complainant at any time before a Panel has been appointed, the Provider will retain the administrative fee and refund the Parties the Proceeding fee paid for the Proceeding.



- 23.6 Further to Rule 23.5, the Provider shall make the refund stated therein within seven (7) Working days from the date the Proceeding is withdrawn by the Complainant. No refund will be made whatsoever once a Panel has been appointed.
- 23.7 In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel. Further, such fees are to be paid in such time and in such proportions as between the Parties, as the Provider determines in its sole discretion.

## **24. Limitation of Liability**

- 24.1 Except and only in cases of deliberate wrongdoing, neither the Provider nor the Panel will be liable to any Party for the acts, omissions, or negligence on their part or that of their Employees in connection with a Proceeding or any matters relating thereto.
- 24.2 Further thereto and notwithstanding anything contained herein, MYNIC shall not, under any circumstances whatsoever, be liable to either Party or any other third party for its acts, omissions, or negligence or that of its Employees in connection with a Proceeding as well as any matters relating thereto or resulting therefrom.

## **25. Review of Rule**

- 25.1 Modification may be necessary, among other reasons, to maintain compliance with laws and regulations and/or accommodate organizational changes within MYNIC. As such, this Policy shall be reviewed in its entirety on an annual basis or as and when required to ensure the continued relevance and appropriateness of its contents.

## **26. Amendments**

- 26.1 The version of these Rules which are in force when the Complaint is submitted to the Provider will govern the Proceeding.
- 26.2 MYNIC may amend these Rules from time to time as it considers fit. The amended Rules will be posted on MYNIC's web site at least one (1) month before becoming effective except where circumstances beyond the control of MYNIC prevent it from doing so.