

Supplemental rules and fees schedule

Article 1: Definitions

- (1) "eBRAM" means the eBRAM International Online Dispute Resolution Centre Limited.
- (2) "HKIRC" means the Hong Kong Internet Registration Corporation Limited.
- (3) "Rules of Procedures" means the HKIRC Domain Name Dispute Resolution Policy Rules of Procedures, adopted on July 15, 2020.
- (4) "Dispute Resolution Policy" means the HKIRC Domain Name Dispute Resolution Policy, approved on February 22, 2011.
- (5) "Domain Name Dispute Resolution Panel" means the arbitration panel appointed by eBRAM to decide a Complaint concerning a domain name registration.
- (6) "eBRAM Supplemental Rules" refer to the rules adopted by eBRAM to manage complaints and arbitration processes in accordance with the Dispute Resolution Policy and Rules of Procedures, and to augment them as needed.
- (7) "eBRAM Platform" means a multi-purpose hub for resolving disputes online which uses the online dispute resolution software to be adopted and revised by eBRAM from time to time and which may be accessed at www.ebram.org.
- (8) Unless otherwise specified, terminology defined in the Dispute Resolution Policy and the Rules of Procedures shall apply to these eBRAM Supplemental Rules.

Article 2: Scope

- (1) These eBRAM Supplemental Rules shall be read and applied in conjunction with the Dispute Resolution Policy and the Rules of Procedures.
- (2) The Dispute Resolution Policy, the Rules of Procedures and the eBRAM Supplemental Rules shall apply to any .hk and “香港” domain name dispute with which a Complaint has been submitted to eBRAM.

Article 3. Communications Between Parties and eBRAM

- (1) Unless otherwise agreed in advance with eBRAM, any submission that may or is required to be made to eBRAM pursuant to the Dispute Resolution Policy, the Rules of Procedures and these eBRAM Supplemental Rules may be submitted electronically over the Internet, providing a record of transmission is available:
 - (i) via the email address case@ebram.org; or
 - (ii) electronically via the eBRAM Platform.

- (2) eBRAM shall maintain a record of all communications received or required to be made under the Dispute Resolution Policy, Rules of Procedures and these eBRAM Supplemental Rules for a period of one (1) year from the date of commencement of the arbitration proceeding. Thereafter, all the above records may be destroyed by eBRAM at its sole discretion.

Article 4. Communications Between Parties, eBRAM and the Domain Name Dispute Resolution Panel

- (1) Where a Party intends to send any communication to a Domain Name Dispute Resolution Panel, a copy shall be sent to eBRAM, via the email address case@ebram.org, or electronically via the eBRAM Platform.
- (2) Where a Party sends any communication to eBRAM, it shall at the same time send a copy to the other Party via one of the means stipulated under Article 3(1) above.
- (3) Any communication between the Parties, eBRAM and the Domain Name Dispute Resolution Panel, shall be conducted via the email address case@ebram.org or via the eBRAM ODR Platform. Any communication by email or via the eBRAM ODR Platform shall be deemed to be received on the same day as it is transmitted.

Article 5. The Complaint

- (1) A Complainant who has selected eBRAM as the Provider shall submit its Complaint using the eBRAM Platform or via email.
- (2) The Complainant shall provide a copy of the Complaint to HKIRC, at the same time as it submits its Complaint to eBRAM.
- (3) In accordance with Paragraphs 4(a) and 18 of the Rules of Procedures, eBRAM shall forward the Complaint to the Respondent within three (3) business days following receipt of the initial fee by the Complainant, or three (3) business days after the Complainant has rectified the deficiencies in the Complaint, if any, whichever is later.
- (4) The arbitration proceeding in respect of a Complaint shall be deemed to have commenced on the date when eBRAM forwards the Complaint to the Respondent.

Article 6. Compliance Review

- (1) eBRAM shall, within three (3) business days of receiving the fees in connection with a Complaint, examine the Complaint for compliance with the Dispute Resolution Policy, the Rules of Procedures and these eBRAM Supplemental Rules and shall notify the Complainant of any deficiencies, if any, therein.
- (2) The Complainant shall remedy any deficiencies identified by eBRAM within five (5) business days of the receipt of the notification of deficiencies, failing which the arbitration proceedings will be deemed withdrawn in accordance with Paragraph 4(b) of the Rules of Procedures.

Article 7. The Response

- (1) Within fifteen (15) business days from the date of commencement of the arbitration proceeding the Respondent shall submit a Response to eBRAM.

- (2) The Respondent shall provide a copy of the Response to the Complainant at the same time as it makes its submission to eBRAM.

Article 8. Procedures for the Appointment of Panelists

- (1) eBRAM shall maintain and publish on its website (<http://www.eBRAM.org>) a list of Panelist and their qualifications. For arbitration proceedings conducted under the Dispute Resolution Policy, the Rules of Procedures and these eBRAM Supplemental Rules, eBRAM shall appoint suitable persons from its list of Panelists, having regard to:-
 - a. the nature of the dispute;
 - b. the availability of the Panelist(s);
 - c. the identity of the Parties;
 - d. the independence and impartiality of the Panelist(s);
 - e. any stipulation in the relevant Registration Agreement; and
 - f. any suggestions made by the Parties in accordance with Paragraph 6 of the Rules of Procedures.
- (2) Where the Complainant has initially requested a three-member Domain Name Dispute Resolution Panel and no Response was submitted by the Respondent in accordance with Paragraph 5(a) of the Rules of Procedures, the Complainant shall be given the option of converting the three member Domain Name Dispute Resolution Panel to a single Panelist, within seven (7) business days of being notified by eBRAM of no response by the Respondent, failing which a three member Domain Name Dispute Resolution Panel shall be constituted.
- (3) Where the Complainant requests a three-member Domain Name Dispute Resolution Panel and the Respondent requests a single member Domain Name Dispute Resolution Panel, or vice-versa, eBRAM shall appoint a three-member panel. eBRAM shall endeavour to appoint one of the members nominated by the Complainant, one of the members nominated by the Respondent, and the last member from the list of Panelists.
- (4) If a single Panelist is appointed, eBRAM shall repay the Complainant the relevant amount paid pursuant to Article 14 less eBRAM administrative fee in accordance with these eBRAM Supplemental Rules.
- (5) eBRAM shall notify the Parties of the appointment of the Panelist(s) within twenty (20) business days from the date of commencement date of the arbitration proceeding.

Article 9. Impartiality and Independence

- (1) A Panelist shall be and remain at all times wholly independent and impartial and shall not act as advocate for any Party during the proceedings.
- (2) Prior to appointment, any proposed Panelist, and after appointment, a Panelist, shall promptly declare in writing to the Parties and eBRAM any circumstances which could give rise to justifiable doubt as to the Panelist's impartiality or independence or prevent a prompt resolution of the dispute between the Parties. If, at any stage during the arbitration proceeding, new circumstances arise which could give

rise to justifiable doubt as to the impartiality or independence of a Panelist, that Panelist shall promptly disclose such circumstances to the Parties and eBRAM.

- (3) After a Panelist has been appointed, but before rendering a decision, the Panelist dies, is unable to act, or refuses to act, eBRAM shall, upon written request by either Party, appoint a replacement Panelist from eBRAM 's list of Panelists.
- (4) A Party may challenge a Panelist's impartiality or independence by filing a written request to eBRAM within five (5) business days of the date of receipt of the notice of appointment of the Panelist in question, stating the circumstances likely to give rise to justifiable doubt as to the relevant Panelist's impartiality or independence, together with specific reasons therefore. eBRAM, in its sole discretion, shall decide whether such doubts are justified, and if eBRAM so finds, eBRAM shall remove the Panelist against whom the challenge was made and replace such Panelist with another Panelist from eBRAM 's list of Panelists.

Article 10. Domain Name Dispute Resolution Panel Decisions

- (1) The Domain Name Dispute Resolution Panel shall make its decision in writing and shall state the reasons upon which the decision is based.
- (2) The Domain Name Dispute Resolution Panel shall forward its decision in draft form to eBRAM within ten (10) business days of its appointment unless an extension has been agreed by eBRAM.
- (3) eBRAM shall within three (3) business days of its receipt of a final decision from a Domain Name Dispute Resolution Panel forward copies of the decision to the Parties and HKIRC.

Article 11. Correction of Domain Name Dispute Resolution Panel Decisions

- (1) Within seven (7) business days from the receipt of a Domain Name Dispute Resolution Panel, a Party may by written notice to eBRAM, the other Party, the Domain Name Dispute Resolution Panel, the Registrar(s) and the HKIRC, request the Domain Name Dispute Resolution Panel to correct in the decision any errors in computation, any clerical or typographical errors or any errors of a similar nature. To the extent to which the Domain Name Dispute Resolution Panel believes such corrections are justified, it shall make such corrections in writing and shall forward to the Parties with copies to eBRAM and the HKIRC within three (3) business days of a request and such corrections shall become part of the Domain Name Dispute Resolution Panel's decision.
- (2) A Domain Name Dispute Resolution Panel may on its own initiative within seven (7) business days of the date a decision is rendered make corrections of the type referred to in Article 11(1) above and shall forward copies of such corrections to eBRAM and HKIRC within such seven (7) business days. Such corrections shall become part of the Domain Name Dispute Resolution Panel's decision.
- (3) Within seven (7) business days after receipt of the decision, either party, with notice to all other parties, may request the Domain Name Dispute Resolution Panel to make an additional decision as to claims presented in the Complaint but omitted from the decision. The Domain Name Dispute Resolution Panel may set a time limit, normally not exceeding seven (7) business days, for all other parties to comment on such request.

- (4) If the Domain Name Dispute Resolution Panel considers the request for an additional decision to be justified, it shall make the additional decision within fourteen (14) business days after the receipt of the request but may extend such time limit if necessary.
- (5) A Domain Name Dispute Resolution Panel may on its own initiative within seven (7) business days of the date a decision is rendered issue an additional decision as to claims presented in the Complaint but omitted from the decision and shall forward copies of such additional decision to eBRAM and HKIRC within such seven (7) business days. Such additional award shall become part of the Domain Name Dispute Resolution Panel's decision.

Article 12. Publication of Decision

eBRAM shall submit the decision of a Domain Name Dispute Resolution Panel to the Parties, and the HKIRC as required by the Dispute Resolution Policy and the Rules of Procedures. Unless the Panel determines otherwise, eBRAM shall publish the full decision on eBRAM's website at www.ebram.org.

Article 13. Limits on Description of Written Statements

- (1) In accordance with Paragraph 3(b)(ix) of the Rules of Procedures in regards to the description of the grounds on which the Complaint is made and Paragraph 5(b)(i) of the Rules of Procedures in respect to the description of the grounds on which the Response is made, the maximum word limit shall be 3,000 words.
- (2) In accordance with Paragraph 15(e) of the Rules of Procedures, there shall be no set word limits for a decision of a Domain Name Dispute Resolution Panel.

Article 14. Fees (Hong Kong Dollars)

- (1) The applicable fees (fixed) for each domain name arbitration procedure are as follows:

	Panelist Fees (HK\$)	eBRAM Administrative Fees (HK\$)	Total Fees (HK\$)
Single-Member Panel	5,000	4,000	9,000
Three-Member Panel	15,000	4,000	19,000

- (2) If there are any deficiencies in the Complaint, an additional charge of HK\$1,600 shall be paid by the Complainant and shall accompany the submission of the correction of such deficiencies.
- (3) Fees to be paid to eBRAM in accordance with these eBRAM Supplemental Rules shall be paid free of any bank charges, transfer fees or any withholdings in Hong Kong Dollars (HK\$) only by cheque payable to "eBRAM International Online Dispute Resolution Centre Limited" or by bank transfer to the following account:

Account No: 004-741-176978-838
Account Name: eBRAM International Online Dispute Resolution Centre Limited
Bank: The Hongkong & Shanghai Banking Corporation Limited
1 Queen's Road Central, Hong Kong
Swift Code: HSBC HK HHH KH

- (4) The Complainant shall be responsible for paying all the fees, unless the Respondent has chosen to have the Complaint decided by three (3) Panelists whereas the Complainant has chosen to have the Complaint decided by one Panelist.

Notwithstanding the foregoing, additional fees may be required in the circumstances described in Paragraph 18(d) of the Rules of Procedures.

- (5) The fees to be paid to eBRAM do not include any payments, which a Party might have to be made to a lawyer or representative representing such party. Such fees are purely a matter for each party.
- (6) In the event that the Complainant voluntarily withdraws the Complaint prior to the appointment of the Panelist, or the Complaint is dismissed by eBRAM due to an administrative deficiency, eBRAM may, at its sole discretion, refund the fees or a portion of the fees to the Complainant.

Article 15. Exclusion of Liability

- (1) Without prejudice to any existing rule of law, no Panelist shall be liable to any Party or HKIRC for any act or omission in connection with the arbitration proceedings conducted under the Dispute Resolution Policy, the Rules of Procedures and these eBRAM Supplemental Rules, save in the case of fraud or dishonesty or deliberate wrongdoing.
- (2) Without prejudice to any existing rule of law, neither eBRAM nor its Board of Directors, staff, employees, advisors, agents, or any person or body duly designated in writing by eBRAM to perform any functions under or in relation to the eBRAM Supplemental Rules shall be liable to any Party or HKIRC for any act or omission in connection with any arbitration proceeding conducted under the Dispute Resolution Policy, the Rules of Procedures and the eBRAM Supplemental Rules, save in the case of fraud or dishonesty or deliberate wrongdoing.

Article 16. Miscellaneous

- (1) Words importing the singular number only shall include the plural and the converse shall also apply.
- (2) Words importing the masculine gender shall include the feminine gender and the converse shall also apply.

Article 17. Amendments

Subject to the Dispute Resolution Policy and the Rules of Procedures, eBRAM may amend these eBRAM Supplemental Rules from time to time at its sole discretion.