

**AALCO HONG KONG REGIONAL
ARBITRATION CENTRE**

**Supplemental Rules for
the Domain Name
Dispute Resolution
Policy for .hk and .香港
Domain Names**

(In effect as of 1 June 2025)



**AALCO
HONG KONG REGIONAL
ARBITRATION CENTRE
亞非法協香港區域仲裁中心**

Preamble

The **Asian-African Legal Consultative Organization (AALCO)**, established in 1956 in the spirit of the Bandung Conference, is an intergovernmental international organisation that promotes exchanges and consultations among Asian and African countries on international law issues and reflects their demands for the development of international law.

AALCO, a permanent observer of the United Nations, has 49 member countries, all of which are major countries/regions in Asia and Africa, and also active countries along the Belt and Road initiative. **AALCO Hong Kong Regional Arbitration Centre (the “AALCO-HKRAC”)**, opened on 25 May 2022 in Hong Kong, has launched traditional offline and modern Online Dispute Resolution (ODR) platform for alternative dispute resolution services. As an international organisation with exclusive privileges and immunities, the AALCO Hong Kong Regional Arbitration Centre typically maintains a country-neutral status to handle all forms of disputes (including but not limited to B2B, G2G, sports industry, construction, e-Commerce, domain names and beyond)

2025 Supplemental Rules of AALCO Hong Kong Regional Arbitration Centre for the Domain Name Dispute Resolution Policy for .hk and .香港 Domain Names (the “**Supplemental Rules**”) are administered by the **AALCO Hong Kong Regional Arbitration Centre** (the “**AALCO-HKRAC**”) and shall work in conjunction with the Arbitration Ordinance (Cap.609 of the Laws of Hong Kong) (the “**Ordinance**”).

These Supplemental Rules aim to promote the wider adoption of Alternative Dispute Resolution (ADR) Rules, streamline procedures for .hk and .香港 domain name disputes, and support the digital economy and online brand protection in the region.

Definitions

Article 1

In these Supplemental Rules:

- a. **“AALCO-HKRAC”** refers to the AALCO Hong Kong Regional Arbitration Centre, which was established by international laws and headquartered in Hong Kong pursuant to the 10 November 2021 Agreement Between the Government of the People’s Republic of China and AALCO on the Establishment of a Regional Centre for Arbitration in the Hong Kong Special Administrative Region of the People’s Republic of China.
- b. The **Director of the AALCO-HKRAC**, or such persons as may be duly acting upon his or her delegated authority with such restrictions or conditions as may be applicable, exercise and discharge the powers, functions and duties of the AALCO-HKRAC under these Supplemental Rules.
- c. **“Policy”** refers to the Domain Name Dispute Resolution Policy for .hk and .香港 .domain names as approved and implemented by Hong Kong Internet Registration Corporation Limited (“HKIRC”) in relation to the registration and use of a domain name under the .hk and .香港 country code top-level domains.
- d. **“Rules”** refers to the Domain Name Dispute Resolution Policy for .hk and .香港 Domain Names Rules of Procedure.
- e. Terms defined in the Policy and the Rules shall have the same meaning in these Supplemental Rules.
- f. Singular terms include the plural, and vice versa.
- g. Masculine terms include the feminine, and vice versa.

Scope of Application

Article 2

2.1 Further to Paragraph 4 of the Policy, these Supplemental Rules supplement the Policy and the Rules.

2.2 AALCO-HKRAC applies the Policy, the Rules and these Supplemental Rules in conjunction with the Ordinance to any .hk or .香港 domain name complaint submitted to it.

Communication

Article 3

3.1 Submissions to the AALCO-HKRAC or an Arbitration Panel pursuant to these Supplemental Rules, shall be made:

- a. by email to case.manager@aalcohkrac.org ; or
- b. through the web-based ODR Platform designated by AALCO-HKRAC.

3.2 Any communications sent by a party shall be addressed to the Case Administrator designated by AALCO-HKRAC. No party may have any unilateral communications with any Panel member. Where a party sends any communications to AALCO-HKRAC, it shall at the same time send a copy to the other party.

3.3 AALCO-HKRAC maintains an archive of all communications received or required to be made under these Supplemental Rules.

Submission of Complaint

Article 4

The Complaint, including any annexes, shall be submitted electronically in complete form together with the Complaint Transmittal Coversheet available on AALCO-HKRAC's website.

Article 5

The Complainant shall provide a copy of the Complaint to HKIRC and the concerned Registrar(s) at the time of submission to AALCO-HKRAC.

Formalities Compliance Review

Article 6

6.1 AALCO-HKRAC shall review the Complaint for compliance with the formal requirements of the Policy, Rules and these Supplemental Rules and notify the Complainant and Respondent of any deficiencies therein.

6.2 If the Complainant fails to rectify any deficiencies identified by AALCO-HKRAC within the required period of time, AALCO-HKRAC shall notify the Complainant, HKIRC, and the concerned Registrar(s) of the deemed withdrawal of the Complaint in accordance with Paragraph 4 of the Rules.

6.3 Unless the Complainant confirms its intention to re-submit a complaint to AALCO-HKRAC following a deemed withdrawal, AALCO-HKRAC shall refund the fee paid by the Complainant pursuant to Paragraph 18 of the Rules, less the Administrative Fee as set forth in the Schedule of Fees.

Commencement of Arbitration Proceedings

Article 7

In accordance with Paragraphs 3 and 4 of the Rules, AALCO-HKRAC shall forward the Complaint electronically to the Respondent. The arbitral proceedings shall be deemed to have commenced on the date that AALCO-HKRAC forwards the Complaint to the Respondent.

Submission of Response

Article 8

8.1 Within fifteen (15) Business Days of the date of commencement of the arbitral proceedings, the Respondent shall submit a Response to AALCO-HKRAC.

8.2 The Response, including any annexes, shall be submitted electronically in complete form using the template provided by the AALCO-HKRAC.

8.3 In accordance with Paragraph 5(b)(vii) of the Rules, where a Respondent submits its Response to AALCO-HKRAC, it shall simultaneously provide a copy of the Response to the Complainant.

Appointment of Panelist

Article 9

9.1 AALCO-HKRAC shall maintain and publish a panel of Panelists and their qualifications. Any party may refer to the Panel available at:

<https://aalcohkrac.org/>

9.2 For the Panelist(s) appointment of a specific case, AALCO-HKRAC shall appoint suitable person(s) from the list, having regard to:

- a. Nature of the dispute;
- b. Panelists availability, independence, and impartiality;
- c. Identity of the parties;
- d. Any relevant provision in the corresponding registration agreement;
- e. Parties' suggestions under Paragraph 6 of the Rules

Article 10

Where a party is required to submit the names of three (3) candidates for consideration for appointment by AALCO-HKRAC as a Panelist (i.e., in

accordance with Paragraph 6 of the Rules), that party shall provide the names and contact details of its three candidates in the order of its preference. In appointing a Panelist, AALCO-HKRAC shall, subject to availability, respect the order of preference indicated by a party.

Article 11

11.1 The third Panelist appointed in accordance with Paragraph 6(e) of the Rules shall be the Presiding Panelist.

11.2 Where, under Paragraph 6(e) of the Rules, a party fails to indicate its order of preference for the Presiding Panelist to AALCO-HKRAC, AALCO-HKRAC shall nevertheless proceed to appoint the Presiding Panelist.

Article 12

If the Respondent defaults or does not submit the payment provided for in Paragraph 6(c) of the Rules by the deadline specified by AALCO-HKRAC, AALCO-HKRAC shall proceed to appoint the Panelists, as follows:

- a. If the Complainant has designated a single-member Arbitration Panel, AALCO-HKRAC shall appoint the Panelist from its panel.
- b. If the Complainant has designated a three-member Arbitration Panel, AALCO-HKRAC shall, subject to availability, appoint one Panelist from the names submitted by the Complainant and shall appoint the second Panelist and the Presiding Panelist from its published list.

Impartiality and Independence

Article 13

13.1 Pursuant to Paragraph 7 of the Rules, a candidate shall be required to declare in writing to AALCO-HKRAC his or her independence and impartiality before appointment as a panellist.

13.2 The Panelist shall be and remain at all times wholly independent and impartial and shall not act as advocate for any Party during the arbitral proceedings.

Replacement of the Panelist(s)

Article 14

14.1 In accordance with Paragraph 7 of the Rules, if at any stage during the proceedings, new circumstances arise which could give rise to justifiable doubt as to the availability, impartiality or independence of the Panelist, that circumstance shall be promptly disclosed to AALCO-HKRAC. In such an event, AALCO-HKRAC shall have the discretion to appoint a substitute Panelist.

14.2 Where either party thinks that any Panelist has material interests with the opposing party and that such circumstance may affect the fair ruling of the case, that party may request to AALCO-HKRAC for the removal of the Panelist before the Arbitration Panel has rendered its decision. Removal of the Panelist shall be in AALCO-HKRAC's discretion.

14.3 If a Panelist dies, is unable to act, or refuses to act after being appointed but before rendering a decision, AALCO-HKRAC may, upon request by either Party, appoint a replacement Panelist.

Panel Decision

Article 15

(a) The Arbitration Panel Decision shall be rendered in electronic form and state the outcome and the reasons upon which the Decision is based. The Decision shall be dated and signed by the Panelist(s) according to the requirements set forth in Paragraph 15 of the Rules.

(b) The Arbitration Panel shall forward its Decision to AALCO-HKRAC within fifteen (15) Business Days of its appointment. In exceptional circumstances, AALCO-HKRAC may extend the time limit as required for the Arbitration Panel to forward its Decision.

Publication of Arbitration Panel Decision

Article 16

In accordance with Paragraph 16(a) of the Rules, AALCO-HKRAC shall email the decision to the parties, HKIRC, and the concerned Registrar(s) within three (3) Business Days of its receipt from the Panel.

In accordance with Paragraph 16(b) of the Rules, unless the Arbitration Panel determines otherwise, AALCO-HKRAC shall publish the full Decision on AALCO-HKRAC's website, listing:

- (i) the case number;
- (ii) the disputed domain name that is the subject of a Complaint;
- (iii) the names of the Complainant and the Respondent;
- (iv) the Decision rendered by the Panel;
- (v) the date of the Decision.

Correction of Arbitration Panel Decision

Article 17

17.1 Within seven (7) Business Days of receiving the Arbitration Panel Decision, a party may email AALCO-HKRAC to request the Panel correct any computation errors, clerical or typographical errors, or similar errors in the decision. Any such corrections shall be given in electronic form and shall become a part of the Arbitration Panel Decision.

17.2 The Panel may correct any errors on its own initiative of the type referred to in Article 16.1 above within seven (7) Business Days of the date of the Arbitration Panel Decision being rendered.

Word Limits on Written Statements

Article 18

18.1 In accordance with Paragraphs 3(b)(viii) and 5(b)(i) of the Rules, the (maximum) word limit shall be 3,000 words. Parties are required to observe this as the Arbitration Panel shall have the liberty to ignore those words exceeding the maximum limit.

18.2 In accordance with Paragraph 15(e) of the Rules, there shall be no set word limit in regard to an Arbitration Panel Decision

Appointment of Case Administrator

Article 19

19.1 When the Complaint is forwarded by AALCO-HKRAC to the Respondent, AALCO-HKRAC shall advise the parties of the name and contact details of a member of its staff who shall be the Case Administrator and who shall be responsible for all administrative matters relating to the dispute and communications to the Arbitration Panel.

19.2 Communication between the Arbitration Panel and the Parties shall be coordinated by the Case Administrator.

Settlement

Article 20

20.1 If the parties agree on a settlement before the Arbitration Panel constitution, the parties shall notify AALCO-HKRAC of such agreement, and AALCO-HKRAC will notify HKIRC and the concerned Registrar(s).

20.2 If the parties agree on a settlement before the Panel has rendered its decision, the parties shall notify AALCO-HKRAC of such agreement, and AALCO-HKRAC shall inform the Panel.

Exclusion of Liability

Article 21

Without prejudice to any existing rule of law, the Panelist(s), the AALCO-HKRAC, its officers and its staff shall not be liable to any party for any act or omission in connection with any Arbitration proceedings conducted under the Policy, the Rules and these Supplemental Rules, except in the case of fraud, dishonesty or deliberate wrongdoing.

Amendments

Article 22

Subject to the Policy and Rules, AALCO-HKRAC may amend these Supplemental Rules in its sole discretion and publish and implement them upon approval of the HKIRC.

Interpretation

Article 23

These Supplemental Rules are subject to the interpretation by AALCO-HKRAC.

Fees

Article 24

The applicable fees for each domain name arbitration procedure are as follows:

Panel Type	Panelist Fees (HKD)	AALCO-HKRAC Administrative Fees (HKD)	Total Fees (HKD)
Single-Member Panel	5,000	5,000	10,000
Three-Member Panel	15,000	5,000	20,000

<END>



For further information, please contact:

AALCO Hong Kong Regional Arbitration Centre

23/F Shanghai Commercial Bank Tower,
12 Queen's Road Central, Central, Hong Kong

Tel: +852 2180 0923

Email: enquiry@aalcohkrac.org

AALCOHKRAC.ORG

