

**REGULATION<sup>1</sup>**  
**on the management of the .md top level domain**

**I. GENERAL PROVISIONS**

1. The Regulation on the management of the .md Top Level Domain (hereinafter - *the Regulation*) establishes the rules and general conditions for the formation and registration, renewal, revocation and cancellation of .md Top Level Domain subdomain names, the rights and obligations of the parties involved in the procedure of registration and use of .md Top Level Domain subdomain names, dispute resolution and monitoring of .md Top Level Domain management.

2. The purpose of this Regulation is to ensure transparency and non-discrimination and to mitigate negative effects in the management, administration, registration and use of .md Top Level Domain subdomain names.

3. The provisions of this Regulation shall apply to the National Registrar/Dealers with rights to register and manage subdomain names in the .md Top Level Domain, as well as to Registrants of subdomain names in the .md Top Level Domain.

4. Within the meaning of this Regulation the following terms are defined as follows:

*WHOIS database/registry of .md domain names* - a public database/public registry storing all information about the *Domain Name System* (DNS) protocol/registries on technical and administrative aspects of .md top level domain registrations, as well as contact details of all registrants;

*Dealer* – natural or legal entity eligible under the terms of this Regulation to register and manage subdomain names in the .md top level domain, upon the basis of a partnership contract concluded with the National Registrar;

*The registration of the subdomain name* – procedural steps, from initiation to completion, carried out by the National Registrar/*Dealers*, at the request of a natural or legal entity, in order to perform the registration of a subdomain name for a specified period of time;

*domain name* - the unique address that represents an Internet location;

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<sup>1</sup> *If this translation may bring any misunderstandings of the English version, or in case of discrepancies between the English version and official Romanian version of the Regulation, the official romanian version of the Regulation shall be applied.*

*subdomain name* (second-level domain name) - second-level domain name in the .md top-level domain, which is set between "www" and ".md", "www.**[subdomain name]**.md" (prefix added in front of .md);

*premium subdomain name* – subdomain name in the .md top level domain, the name of which has a generally meaningful connotation and is not affected by limitations due to the existence or imminence of any copyrights;

*third-level domain name* – domain name in between the subdomain name and ".md" (example: [www.subdomainname.com.md](http://www.subdomainname.com.md));

*protocol/system DNS* – the Internet registry service that translates alphanumeric domain names into the Internet Protocol (IP) addresses and from IP addresses into domain names;

*registrant (domain name holder)* - natural or legal entity (holder) who requests to buy, from the National Registrar/Dealer, or owns a subdomain name registered in the .md top level domain, with the right to use and change the name as well as to revoke the registration data included in the WHOIS database;

*The National Registrar of the .md Top Level Domain* - the entity responsible for the management of the .md Top Level Domain.

## **II. RULES AND GENERAL CONDITIONS OF THE NAME FORMATION OF SUBDOMAINS FROM THE TOP-LEVEL DOMAIN .md**

**5.** A subdomain name consists of a string of characters corresponding to a numeric IP address of a computing machine (server) permanently connected to the Internet.

**6.** Most subdomain names are open and there are no registration restrictions.

**7.** Web subdomain names are found after www. in the address bar, or may be found after the "around" [@] symbol in an e-mail address.

**8.** The subdomain name (second and third level domain name) in the .md top level domain must meet the following requirements:

1) it consists of alpha-numeric characters (Arabic numerals: 0÷9, Latin letters: a÷z; A ÷Z, without diacritics) and the minus sign ( - ) and/or combination thereof;

2) the use of small characters (a-z) is recommended, as domain names do not take into account upper or lower case characters;

3) cannot begin or end with a minus sign ( - );

4) the minimum number of characters is 2 (two) and the maximum 63 (sixty-three) characters;

5) it does not infringe trademark and intellectual property rights protection legislation;

6) it does not infringe the legislation on the protection of geographical indications, designations of origin and traditional specialties guaranteed;

7) does not incite hatred, discrimination of any kind, violation of public order or violence;

8) it does not harm the psycho-emotional integrity of persons, especially minors.

9. The subdomain name is unique and cannot be changed after it has been registered.

10. By modifying any character in a name, a new subdomain name is created, which can be registered according to the procedure for registering the new names..

### **III. THE PROCEDURE OF REGISTRATION OF NAMES OF SUBDOMAINS OF THE TOP-LEVEL DOMAIN .md**

11. A subdomain name shall be assigned to the eligible Registrant whose application was received first by the .md Top Level Domain National Registrar (hereinafter - *National Registrar/Dealer*) in the technically correct manner established by the application registration procedures.

12. A registered subdomain name may not be registered before the registration expires without renewal or before the subdomain name is revoked.

13. Registration of a subdomain name confers only the right to use the subdomain name and any disputes (litigation) between natural or legal entities concerning the right to use a particular name shall be settled by mediation, arbitration or in court.

14. The *National Registrar/Dealer* may register under the name of the same Registrant one or more subdomain names in the .md Top Level Domain.

15. Subdomain names in the .md Top Level Domain shall be registered or extended for a term of at least one year but not more than 10 years.

16. The National Registrar/Dealer may reserve or register a number of subdomain names deemed necessary for the performance of its operational functions.

17. The National Registrar/Dealer may reserve, upon the request, subdomain names in the .md Top Level Domain under the conditions set by the National Registrar/Dealer.

18. On the date of expiry of the term of use, the domain shall be automatically deactivated from the WHOIS database.

19. Re-registration or extension of the right of use of subdomain names in the .md Top Level Domain shall be carried out within the terms and conditions established by the National Registrar.

20. The National Registrar/Dealer shall register .md Top Level Domain subdomain names on a non-discriminatory basis and in chronological order (on a first-come-first-served basis).

21. Registration of subdomain names or changes of the contact details of Subdomain Name Registrants shall be done online using the forms or applications provided by the *National Registrar/Dealer*, drafted in accordance with RFC 1034, 1035, 1122, 1123 (Request for Comments).

22. Termination of the registration of subdomain names, active or inactive, occurs by deleting them from the WHOIS database if:

- 1) The Registrant requests the removal/deletion of the subdomain name;

2) if the payment for the registration/reservation of the subdomain name has not been completed or has been partially completed;

3) pursuant to a court order or a decision of the central public authority, and in other cases provided for in this Regulation.

**23.** Subdomain names that have been deleted from the WHOIS database shall immediately become available to another natural or legal entity.

**24.** The National Registrar develops and publishes on its official website the Rules for registration of subdomain names in the .md top level domain, as well as any amendments thereto, taking into account the ICANN/IANA regulations and the provisions of these Rules, hereinafter - *Rules*.

**25.** The rules and procedure for subdomain name registration are provided in Romanian, Russian and English or other languages may be used optionally.

**26.** The National Registrar shall submit to the National Agency for Electronic Communications and Information Technology Regulation (hereinafter - the Agency), for approval, the draft Rules or, where appropriate, the draft amendment thereto, 60 days before the date of publication on the official website.

**27.** The Agency shall, within 30 days from the receipt date of the draft Rules or amendment thereto, review and inform the National Registrar of their compliance with these Rules and the ICANN/IANA Regulations.

**28.** The Rules shall apply to all applicants for registration of .md top level domain subdomain names and shall include, but not be limited to, the following provisions:

1) eligibility requirements towards .md Top Level Domain subdomain name applicants;

2) procedures for registration and re-registration (renewal) of subdomain names;

3) conditions for rejection or cancellation of the application for registration/renewal of subdomain names;

4) conditions for revocation of subdomain names;

5) the procedure for transferring subdomain names from the national Registrar to a Dealer or from one Registrant to another Registrant;

6) definition of premium subdomain names and description of their registration/re-registration conditions;

7) description of the functions of the WHOIS database/registrar of .md top level domain names;

8) the responsibilities, rights and obligations of the National Registrar, The Dealer and the Registrant;

9) limitation of the responsibilities of the National Registrar/*Dealer*;

10) preventing speculative or abusive registration practices of subdomain names;

11) invoicing and payment for services provided by the National Registrar/Dealer;

12) guaranteeing confidentiality in the processing of personal data;

13) measures that allow access of competent authorities to WHOIS/Register data for the prevention, detection, investigation and prosecution of criminal offences, as provided for by law, subject to appropriate checks and balances;

14) the alternative dispute resolution (ADR) procedure.

**29.** The registration of subdomain names in the .md top level domain shall be made on the basis of a name registration contract (agreement) which shall include, but not be limited to, the following provisions:

- 1) the rights and obligations of the National Registrar/*Dealer*;
- 2) the rights and obligations of the Registrant;
- 3) the registration rules;
- 4) the principles for selecting a subdomain number;
- 5) fees, payments and payment deadlines;
- 6) amendment of the contract;
- 7) dispute/dispute resolution for subdomain names;
- 8) compensation;
- 9) responsibilities of the parties;
- 10) conditions for transfer, cancellation or revocation of the name;
- 11) the right of refusal;
- 12) other provisions relevant to the contract subject matter.

30. The National Registrar may impose fees and payments for registration/re-registration, but these must be non-discriminatory, reasonable and based on the cost of providing the services.

#### **IV. REJECTION OF THE APPLICATION FOR A SUBDOMAIN NAME FROM TOP LEVEL DOMAIN .md**

**31.** The reasons for rejecting the application for the subdomain names in the .md top level domain are:

- 1) incomplete data in the subdomain name registration form;
- 2) erroneous or false data included in the form, inaccurate or misleading Internet users;
- 3) contains less than 2 characters or more than 63 characters;
- 4) contains characters other than the ones allowed;
- 5) contains a minus sign (-) at the beginning and/or end of the name;
- 6) is identical to another name already registered;
- 7) is identical to a previous valid application;
- 8) is a disagreeable name;
- 9) it is a misleading name;
- 10) would be contrary to public order;
- 11) creates confusion;
- 12) could cause offence to someone;
- 13) names of well-known personalities;
- 14) in case of non-payment or partial payment;

15) is a name which constitutes a registered trade mark with the property right of another person.

**32.** The National Registrar/Dealer reserves the right to request additional information and/or documents for the registration/re-registration of subdomain names.

#### **V. TRANSFER, CANCELLATION OR REVOCATION OF THE NAMES OF SUB-DOMAIN FROM TOP-LEVEL DOMAIN .md**

**33.** The reasons for cancellation or revocation of subdomain names in the .md top level domain, on the National Registrar's/*Dealer's* own initiative, without submitting the dispute to an ADR or judicial procedure, are:

1) the subdomain name is managed in a way that damages the functioning of the DNS;

2) the data on which the subdomain name was registered has changed (e.g. the organization that registered the subdomain name does no longer exist) or the contact details have been changed to false data;

3) the existence of unpaid debts owed by the applicant/name holder to the National Registrar/*Dealer*;

4) failure of the subdomain name applicant/Registrar to meet the eligibility criteria set out in this Regulation;

5) violation by the applicant/Registrant of the requirements for applications set out in these Regulations;

6) the National Registrar/*Dealer* is notified that the subdomain name is being used in a way that causes confusion among the Internet users;

7) The National Registrar/*Dealer* is informed of an illegal action, related to that subdomain name;

8) there is an attempt to resell the subdomain name;

9) in the event of a dispute between the parties, pending resolution;

10) the use of the subdomain name creates confusion for other Internet users;

11) the National Registrar/*Dealer* reasonably considers that one of the above cases might occur.

**34.** A subdomain name may also be revoked and, if necessary, subsequently transferred to another party, on the basis of an appropriate ADR or judicial procedure, in accordance with the principles and procedures set out in these Rules, if that name is identical or confusingly similar to a name for which a right has been established, and if:

(1) it has been registered by the Registrant without right or legitimate interest in such name; or

2) it has been registered or is used fraudulently.

**35.** Subdomain names registered in the .md top level domain may only be transferred to eligible Registrants for name registration upon an agreement of both parties, a final court decision or when the subdomain name is cancelled due to non-payment of the fee/payment within the established deadlines.

**36.** If a subdomain name has been found by a court decision to be defamatory, racist or contrary to public order or public safety under applicable legislation, that subdomain name shall be blocked by the National Registrar upon notification of the court decision and shall be revoked upon notification of the final court decision. The National Registrar shall refuse any future registrations of domain names that have been the subject of such a court decision for the period of its validity.

## **VI. THE ELIGIBILITY OF REGISTRANTS**

**37.** Registrants (applicants) for registration of subdomain names in the .md top level domain can be:

- 1) natural or legal entities, resident citizens, non-resident citizens, of the Republic of Moldova;
- 2) institutions of central and local public administration of the Republic of Moldova;
- 3) natural or legal entities from outside the Republic of Moldova;
- 4) legal representatives of the entities/persons referred to in 1), 2) and 3), authorized under the legislation of the Republic of Moldova.

**38.** For the acceptance of the application for registration of sub-domain names, the National Registrar/*Dealer* is entitled to request the submission of documents confirming the identity of the Registrant.

**39.** In some cases, for the protection of the Registrant's personal data or for other privacy reasons, the Registrant may purchase a service to hide such data (called Domain Privacy or Domain Proxy, which is listed in the WHOIS database as the holder of the subdomain name instead of the Registrant). In these cases, the Domain Proxy service will only send electronic mail to the Registrant, but has no ability to manage the site or servers hosted on that domain.

## **VII. DUTIES OF THE NATIONAL REGISTRAR OF THE .md TOP LEVEL DOMAIN**

**40.** The National Registrar shall operate in accordance with and in implementation of public policies on the management of the .md top level domain.

**41.** The National Registrar shall perform the following duties:

- 1) creates and maintains in accordance with the legislation the .md Top Level Domain Name Registry/WHOIS database, ensures its updating and online access, including maintaining the related databases and provides related public search services, registration of subdomain names;
- 2) assigns, registers, re-registers and withdraws subdomain names from the .md Top Level Domain, modifies registration data which are necessary for their functionality;
- 3) has control over the indexing points of the .md top level domain in the global Internet network;
- 4) designates/accredits entities with the function of *Dealer* and supervises their activity;

5) sets the standard tariff and the tariff schedule for Dealers for the registration of names under the .md Top Level Domain.

**42.** The National Registrar reserves the right to display the information in the WHOIS database in any electronic or other form, except in cases necessary to ensure the protection of the Registrant's personal data or for other reasons of confidentiality under the conditions set forth in this Regulation.

### **VIII. ENTITIES WITH *DEALER* FUNCTIONS**

**43.** Entities with *Dealer* (Registrar) functions are designated (accredited) by the National Registrar under the provisions of the national legislation.

**44.** The National Registrar shall apply equivalent and non-discriminatory conditions to Dealers who provide equivalent services, offering services and information under the same conditions and of the same quality as those provided for their own equivalent services.

**45.** The National Registrar develops the Standard Partnership Contract with the Registrars for the management of .md Top Level Domain names (hereinafter - Standard Partnership Contract), taking into account the ICANN/IANA regulations and the provisions of this Regulation.

**46.** The Model Partnership Contract and the list of *Dealers* is published on the official website of the National Registrar.

**47.** The Partnership Contract developed by the National Registrar shall contain, but not be limited to, the following provisions:

- 1) *Dealer* eligibility requirements;
- 2) the Dealer's rights and obligations;
- 3) the rights and obligations of the National Registrar;
- 4) billing and payment for services provided by the National Registrar;
- 5) technical provisions of the procedures for registration and administration of subdomain names in the .md top level domain;
- 6) the time period of the Partnership Contract;
- 7) amendment and termination of the Partnership Contract;
- 8) personal data protection policy.

### **IX. DUTIES AND RESPONSIBILITIES**

**48.** The National Registrar has the following duties:

1) to comply with the provisions of the applicable legislation relevant to his duties set out in these Regulations and the legislation associated with his activity;

2) to manage the .md Top Level Domain in the general public interest and to provide, in all matters connected with the administration and management of the .md Top Level Domain, high quality, transparency, security, stability, predictability, reliability, accessibility, efficiency, non-discrimination, fair competition and consumer protection;

3) to manage, with due diligence, a WHOIS database (.md Domain Name Registry), with the aim of ensuring security, stability and resilience of the .md Top

Level Domain by providing accurate and up-to-date information on the names of subdomains registered in the .md Top Level Domain;

**4)** to comply with the legislation on personal data protection in order to ensure the protection of the fundamental rights and freedoms of natural persons with regard to the processing of personal data, in particular the right to inviolability of intimate, family and private life.

**49.** The WHOIS database contains relevant information about the contact points that administer subdomain names in the .md top level domain and the holders of subdomain names. The information in the WHOIS database shall not be excessive in relation to its purpose.

**50.** The National Registrar/*Dealer* shall take the necessary measures to inform applicants for .md Top Level Domain subdomain names of the need to comply with intellectual property protection legislation.

**51.** The National Registrar/*Dealer* shall cooperate with national and international authorities with regulatory functions in the field of intellectual property protection (State Agency for Intellectual Property Protection, European Union Intellectual Property Office, World Intellectual Property Organization), and shall place on its official web pages links to these authorities in order to provide applicants with the possibility to verify the compliance of the requested subdomain name with legal requirements.

**52.** The National Registrar/*Dealer* shall not be liable for violations by the Registrant of national and international laws on the protection of intellectual property and for conflict situations arising as a result of such violations.

**53.** The National Registrar/*Dealer* shall not be liable for misuse, business interruption or for any indirect, incidental or consequential damages of any kind (including financial loss), regardless of the form of action (contract, tort, damages, negligence), even if the National Registrar/*Dealer* has been advised of the possibility of such damages.

**54.** The Registrant assumes full responsibility for the data filled in the online form. Submission of the online form constitutes a guarantee to the National Registrar/*Dealer* that the applicant is entitled to use the subdomain name submitted. Hence the requirement that the information provided in the subdomain name registration form is correct and accurate and that the Registrant is entitled to use the requested subdomain name.

**55.** The Registrant shall not involve the Registrar/*Dealer* in any litigation or other damages arising from the use of the Sub-Domain Name concerned.

**56.** The Registrar/*Dealer* does not assume responsibility for verifying the accuracy of the data in the online form.

**57.** Acceptance of an application and registration of a subdomain name does not mean that the Registrar/*Dealer* acknowledges that the Registrant who has registered that subdomain name has the legal right to use that subdomain name, e.g. in the case of subdomain names referring to trademarks, company names or well-known personalities.

**58.** The Registrant has the following general obligations:

- 1) to comply with national and international legislation on the protection of intellectual property;
- 2) to comply with the Rules for the registration of subdomain names in the .md top level domain issued by the National Registrar, where applicable, the *Dealer*;
- 3) not to include in the form subdomain names referring to registered trademarks, company names or names of well-known personalities.

## **X. DISPUTE RESOLUTION**

**59.** The National Registrar/*Dealer* may notify the involved parties of possible disputes/conflicts that may arise between a subdomain name and another subdomain name, trademark, well-known names, names of personalities, but the National Registrar/*Dealer* has no such obligation. After such a notice, the application for registration of the subdomain name mentioned above will be suspended until the confirmation of receipt of this notice from the recipient (applicant).

**60.** The National Registrar/*Dealer* may suspend the registration of the subdomain name until the owner of the registered trademark, well-known name or personality concerned sends a document to the National Registrar or, as the case may be, to the *Dealer* confirming that the application is valid and agrees with it.

**61.** Where a subdomain name has been registered or is in the process of being registered by another natural or legal entity, it is the responsibility of the Registrant who would like to register this subdomain name (other than the Registrant currently owning it) to investigate the existing data and, where appropriate, to initiate legal proceedings against the existing Registrant if it believes that the existing Registrant is not entitled to use the concerned subdomain name.

**62.** The parties involved acknowledge and agree that the National Registrar/*Dealer* cannot arbitrate disputes relating to the registration and use of subdomain names.

**63.** Registration of a pending application for a subdomain name will be suspended by the National Registrar/*Dealer*, in the event of a conflict with another pending application or with an already registered domain name (active or inactive), until the conflicting parties submit a document (court order or other document from an authorised body) that resolves the dispute in favour of one party or the other one.

**64.** In the case of disputes between registered trademarks, the National Registrar/*Dealer* only assumes the obligation to provide information for both parties.

**65.** The National Registrar shall, without prejudice to any legal proceedings and subject to the provision of adequate procedural safeguards for interested parties, ensure the possibility that Dealers and subdomain registrants have the opportunity to resolve any contractual dispute with the National Registrar through mediation, arbitration or in court.

**66.** Any disputes (litigation) between natural or legal entity concerning the right to use a particular subdomain name shall be settled by mediation, arbitration or in court.

**67.** The courts of the Republic of Moldova are the only institutions able to settle any disputes/conflicts related to subdomain names.

## **XI. MONITORING THE MANAGEMENT OF THE TOP LEVEL DOMAIN .md**

**68.** The Agency supervises the management of the .md Top Level Domain by the National Registrar and its compliance with this Regulation, legislation and public policies issued in this regard.

**69.** In order to supervise the management of the .md Top Level Domain, the Agency may request this information from the National Registrar/Dealer.

**70.** The National Registrar/*Dealer* provides the Agency with the requested information within the time limits and in the format established by the Agency.

**71.** The National Registrar/*Dealer* shall, at its own expense, undergo an audit by an independent body at least once a year to certify its compliance with the provisions of this Regulation.

**72.** The National Registrar/*Dealer* shall submit to the Agency and publish on its website by 1 April each year the audit report for the previous calendar year issued by the independent body.

**73.** The Agency may, where appropriate, consult the central specialist body and/or other central public authorities and seek expert advice on the results of the monitoring activities provided for in this Section and on ways to improve the management of the .md Top Level Domain by the National Registrar.

**74.** The National Registrar shall cooperate with the Agency to improve the management of the .md Top Level Domain.

**75.** The National Registrar shall, within 60 days from the date of publication of this Regulation, prepare or, as the case may be, make the necessary amendments to the Rules for the registration of subdomain names in the .md Top Level Domain in order to comply with the provisions of this Regulation and shall submit the draft thereof to the Agency for approval under the conditions and within the established deadlines.