CONTRACT (AGREEMENT)

of registration of the subdomain name in the .md top level domain

1.   General provisions

1.1. In this .md Top Level Domain Subdomain Name Registration Contract (Agreement), hereinafter - Contract,

"Registrant/Subdomain Name Holder" refers to any natural or legal person who requests to acquire from the National Registrar or owns a subdomain name registered in the .md Top Level Domain,

"National Registrar/Registrar" refers to the Public Institution "Information Technology and Cyber Security Service" – P.I., "ITSec", as the National Registrar of the .md Top Level Domain.

1.2. This Contract details the rights and obligations of the Registrar and the rights and obligations of the Registrant for services which are provided by the National Registrar and used by the Registrant.

1.3. Upon the use of the Services, the Registrant confirms that it has read and agrees to all the terms and conditions of this Contract, including the Rules for Registration of .md Top Level Domain Subdomain Names, which are part of this Agreement, as well as any regulations applicable to the .md Top Level Domain.

2. The Rights and Obligations of the National Registrar

2.1. **The National Registrar shall have the right:**

a) to adjust on its own the tariffs for registration or re-registration services of the name from the top .md subdomain;

b) to reject the registration of the subdomain name, under the conditions stipulated in the Regulation on .md top level domain management approved by the Decision of the Board of Directors of the National Agency for Electronic Communications and Information Technology Regulation No. 42/2020 (hereinafter - Regulation) and the Rules for registration of subdomain names in the .md top level domain (hereinafter - Rules);

c) other rights according to the Rules, Regulations and other acts applicable to the management of the .md top level domain.

2.2. **The National Registrar is obliged:**

a) to provide for the registration and re-registration of the subdomain name in accordance with this Contract, the Rules, Regulations and other acts relevant to the management of the .md top level domain;

b) to perform the services within the time and volume requested, in compliance with the provisions of this Contract and the regulations in force;

c) other obligations according to the Rules and other acts applicable to the management of the .md top level domain.

3. The rights and obligations of the Registrant

3.1. **The Registrant has the right:**

a) to obtain from the National Registrar complete and accurate information concerning the registration and/or re-registration of the subdomain name;

b) to receive, within the terms and conditions set out in the Rules, the registration/re-registration services of the subdomain name;

c) other rights according to the Rules and other acts applicable to the management of the top-level domain .md.

3.2. **The Registrant shall:**

a) to pay for the services rendered by the Registrar within the time limits and in the amount set out in the payment note;

b) provide current, complete and accurate administrative contact, billing contact and technical contact information and amend such information as necessary to keep it current, complete and accurate;

c) take notice of any revisions/modifications to this Agreement and the Rules by periodically accessing the National Registrar's official website: https://nic.md/ro/;

d) other obligations under the Rules and other acts applicable to the management of the .md top level domain.

3.3. By completing and submitting the subdomain name registration form "Registration Form", the Registrant declares that the information submitted is truthful and that the registration of the selected subdomain name, as understood by the Registrant, does not infringe the rights of any third party.

3.4. The Registrant undertakes that the subdomain name is not registered for purposes contrary to law and the use of the subdomain name will not violate the law.

4. Registration procedure

4.1 The registration procedure can be found in the Practical Guide for registering and verifying the ".md" subdomain name, available at https://nic.md/img/ghid_nic_md_ro.pdf.

5. Principles of selecting a subdomain name

5.1. The National Registrar does not check whether the selected subdomain name, or the use of the subdomain name, infringes the legal rights of other parties. The Registrant undertakes to investigate whether the selected subdomain name, or the use thereof, infringes the legal rights of other parties. The Registrant understands/accepts that the National Registrar may be required by a court of law to revoke or transfer the subdomain name.

6. Fees, payments and payment deadlines

6.1. The Registrant shall pay to the National Registrar the fee for the registration of the subdomain name in accordance with the detailed nomenclature of services provided by the I.P. "Information Technology and Cybersecurity Service", published on the official website: https://stisc.gov.md. The Registrant agrees that all payments for the service are non-refundable.

6.2. In order to benefit from the services of the National Registrar, payment for the subdomain name shall be made within 5 days from the date of reservation of the subdomain name and in case of re-registration within the grace period, taking into account the time of entry of the financial resources into the account of I.P."STISC", depending on the type of payment selected.

7. Amendment of the Contract

7.1. The Registrant agrees that the National Registrar reserves the right to amend this Contract at any time in accordance with changes in legislation, policy and management of the .md top level domain.

7.2. The Registrant shall periodically monitor the official website of the National Registrar: https://nic.md/ro/, to be aware of any revisions/modifications to this Contract.

7.3. The Registrant agrees that by continuing to use the services of the National Registrar in connection with the registration of the subdomain name following any revision/amendment the Registrant must comply with the revisions or amendments to the Contract.

7.4. If the Registrant does not agree to any revision/modification of this Agreement, it may terminate this Contract at any time by sending an e-mail or regular mail message to the National Registrar as specified in the Notices section of this Contract, paragraph 16.1.

8. Resolution of disputes for the subdomain name

8.1. The Registrant accepts that if the registration or reservation of the subdomain name is challenged by a third party, the alternative dispute resolution (ADR) procedure in force at the time of the dispute/dispute shall apply. In the event of a dispute over the right to register/renew and use the subdomain name with a third party, the Registrant shall hold the National Registrar harmless and bear the costs of compensation in accordance with the Rules and the law of the Republic of Moldova.

8.2. In the event of a dispute/dispute concerning a subdomain name between two organisations or individuals, one of whom claims to be entitled to register that subdomain name, the National Registrar may examine the petition/claim submitted by the applicant within the limits of its competence and the legal framework, and send a preliminary response to the applicant.

8.3. If the dispute/dispute concerning a subdomain name registered under the .md Top Level Domain cannot be resolved amicably between the parties following the examination of the official response received from the National Registrar, then the parties to the dispute (the Registrant and the Respondent) may resolve the dispute in a court of law in the Republic of Moldova.

9. Damages

9.1. The Registrant agrees to release, indemnify and hold harmless the National Registrar, from all liabilities, claims and costs, including costs of litigation, of parties involved in or arising out of this Contract, the services provided by the National Registrar or the use of such services, including damages caused by the Registrant, to any intellectual property or other property of any other person or entity, or resulting from the violation of any operating rules or policies related to the services provided by the National Registrar.

9.2. If the National Registrar is threatened with legal action by a third party, the National Registrar may seek written assurances of protection from the Registrant, failure to provide such assurances may be considered a breach of this Contract and may result in revocation of the subdomain name.

10. Responsibilities of the parties

10.1. The Registrant agrees that the liability of the National Registrar in the event of a breach of this agreement is limited only to the amount paid for this Service.

10.2. National Registrar shall not be liable for any direct, indirect, incidental or consequential damages arising out of the use or inability to use the Services.

10.3. The National Registrar is not responsible for any loss(es) or any claim(s) resulting therefrom, but not limited to:

a) loss(es) or charge(s) resulting from delays or interruptions in access;

b) loss or damage resulting from non-transmission of all or part of the data;

c) losses or charges resulting from errors, omissions, misrepresentations about any or all services provided under this Contract;

d) loss or allegation resulting from development or disruption of your website or mail service.

10.4. The Registrant agrees that the National Registrar shall not be liable for any loss in connection with the registration and use of the Registrant's subdomain name, or any indirect, special, incidental or consequential damages of any kind (including lost profits) whatsoever, whether in contract, tort, delict, damages (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

11. Warranties

11.1. The Registrant agrees and warrants that the information it provides to the National Registrar when registering or reserving a subdomain name or registering for other services is accurate and complete, and any subsequent changes to such information will be provided in accordance with the amendment procedures in effect at the time.

11.2. The Registrant agrees that by registering or reserving its chosen subdomain name, it does not confer immunity on the Registrant from objections to the registration, reservation, or use of the subdomain name.

11.3. The Registrant agrees that use of the National Registrar service is at the sole risk of the Registrant.

12. Transfer, cancellation or revocation of name

12.1. The Registrant has the right to transfer subdomain names to a new eligible Registrant or to a Dealer via the nic.md web portal, under the conditions set out in the Rules.

12.2. The Registrant agrees that a subdomain name may be blocked or revoked, as the case may be, may be transferred by the National Registrar to another party under an ADR or judicial procedure in accordance with the principles and procedures set out in the Rules, ANRCETI Regulation No. 42/2020 and the Uniform Domain Name Dispute Resolution Policy approved by ICANN.

13. The right of refusal

13.1.The National Registrar reserves the right to reject the registration/re-registration or reservation of the chosen subdomain name under the conditions set out in the Rules.

13.2.The Registrant agrees that the National Registrar shall not be liable for any losses caused, which may result from the refusal to register or reserve a subdomain name.

14. Debt assignment and debt assumption

14.1.Neither Party shall have the right to transfer its rights and obligations under this Contract to third parties without the written consent of the other Party.

15. Announcements

15.1. The National Registrar reserves the right to distribute announcements of an informational nature, both on the official website www.stisc.gov.md and/or on www.nic.md, including other social media platforms, which may include notes describing changes, modifications, or other information to secure or enhance the Registrant's Internet presence.

16. Notifications

16.1. Any notice or other communication relating to this Contract shall be sent by the Registrant to the National Registrar in writing by ticket on the platform **www.suport.gov.md**, by e-mail **clientela@stisc.gov.md** or by official e-mail **stisc@stisc.gov.md** or by means of the

services offered by the post offices. Messages from the National Registrar shall be sent to the Registrant at the administrative contact address provided in the **Whois database**.

17. Acceptance of the Contract (Agreement)

17.1. By accepting the services of the National Registrar, including payment, the Registrant confirms that it has read this Contract (Agreement) and agrees to all the terms and conditions of the Contract. The Registrant has independently assessed the need for participation as a party to this Contract (Agreement) and does not rely on any representation, warranty or statement other than those set out in this Contract (Agreement).

17.2. By accepting the services of the National Registrar, the Registrant confirms that it is of legal age to enter into this Contract (Agreement).

18. Failure to comply with the provisions of this Contract

18.1. The Registrant agrees that any failure to comply with the provisions of this Contract and the Rules may be considered a breach and the National Registrar may give written notice describing the breach. If within seven (7) calendar days from the date of receipt of such notice the Registrant does not provide the National Registrar with evidence of innocence, then the National Registrar may delete the registration or subdomain name reservation without further notice.

19. Final provisions

19.1. This contract is supplemented by the provisions of ANRCETI Regulation No. 42/2020, the Rules for the registration of subdomain names in the .md top level domain, other applicable regulations.

19.2. If any provision of this Contract is or becomes illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision of this Contract.

19.3. This Contract shall be performed and enforced in accordance with the laws of the Republic of Moldova.