

**Rules
for the registration of subdomain names
in the .md top level domain**

I. General Provisions

1. The registration of subdomain names in the .md top level domain (hereinafter referred to as subdomain name) shall be carried out on the basis of a subdomain name registration contract (agreement), hereinafter referred to as - *Contract*, which can be accessed on the website of the **P.I. "Information Technology and Cybersecurity Service"**: <https://nic.md/ro/>, as the National Registrar of the .md top level domain, hereinafter referred to as - National Registrar.

2. By paying the subdomain name registration fee, the Registrant confirms that he has read and agrees to all the terms and conditions of the Contract, these Rules for the Registration of Subdomain Names in the .md Top Level Domain, hereinafter - Rules, which are part of the Contract, and the domain policies.

3. The present Rules determine the procedure for registration, re-registration, transfer, revocation and cancellation of subdomain names, the technical and administrative procedures used by the National Registrar in the management of the .md Top Level Domain and the duties of the parties involved in the process of registration, re-registration, transfer, revocation, cancellation and use of subdomain names.

4. Within the meaning of these Rules, the terms defined in the Regulation on the management of the .md top level domain approved by the Decision of the Board of Directors of the National Regulatory Agency for Electronic Communications and Information Technology No 42/2020 (hereinafter referred to as ANRCETI Regulation No 42/2020) and the following terms shall be used:

blocking - a set of measures applied by *the National Registrar* to a subdomain name that limits the actions of the Registrant to change administrative, billing and technical contact information or the intent to alienate it by transferring it to another Registrant, but does not affect the re-registration of the subdomain name;

administrative Contact - a person authorised by the Registrant to interact with the .md Top Level Domain Name Registry/WHOIS database to provide information related to the registration of the subdomain name and the Registrant;

billing contact - person authorized by the Registrant to receive the payment account for the registration, re-registration of the subdomain name;

technical contact - person authorised by the Registrant to maintain the subdomain name servers associated with the subdomain name;

grace period - additional time allocated to the Registrant by the National Registrar to re-register the subdomain name without the possibility of transfer;

Name Server (NS) - an Internet service that responds to queries with appropriate information from the zone file;

WHOIS service - an online service, which allows the viewing of registration data on a subdomain name, within the legal framework;

active status of the subdomain - the subdomain is functional, accessible, can be paid for, operations can be performed on it (transfer to another account, change contact information, NS servers), by its Registrant;

inactive status of the subdomain - the subdomain is not functional/accessible (information registered/placed on this subdomain will not be available to users), but operations can be performed with it (change contact information, NS servers), it can be paid for, but it cannot be transferred to another account by its Registrant;

deletion - deletion of the registration from the Registry, making the subdomain name available for a new registration.

II. Eligibility requirements for applicants for the subdomain names

5. Registrants (applicants) for the registration of subdomain names can be:

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

6. The person who, in the subdomain name registration form, is indicated as "administrative contact" is responsible for the registered subdomain name and is presumed to be the holder of the subdomain name during the term for which the subdomain name has been registered. In the case of legal entities, this must be the administrator or an employee of the legal entity delegated on behalf of the organisation for the purpose of managing that subdomain name.

III. Procedure for registration and re-registration (renewal) of subdomain names

7. A request for registration of a subdomain name will only be considered complete when the Registrant provides the National Registrar with the following information about the Contacts: administrative, billing and technical:

1) *administrative contact:*

- a) organisational and legal form;
- b) country of origin of the Registrant;
- c) name of the organisation (if the Registrant is a legal entity);
- d) name, surname (if the Registrant is a natural person, or of the administrator/responsible person in the case of legal persons);
- e) the unique identification code (IDNP/IDNO/tax code);
- f) legal/correspondence address;
- g) contact details of the Registrant (e-mail, telephone number).

2) *billing contact:*

- a) organisational/legal form;

- b) country of origin of the Registrant;
- c) name of the organisation (if the Registrant is a legal entity);
- d) name, surname (if the Registrant is a natural person, or of the director/person in charge in the case of legal persons);
- e) the unique identification code (IDNP/IDNO/tax code);
- f) legal/correspondence address;
- g) contact details of the Registrant (e-mail, telephone number).

3) technical contact:

- a) the organisational-legal form;
- b) the country of origin of the Registrant;
- c) the name of the organisation (if the Registrant is a legal entity);
- d) name, surname (if the Registrant is a natural person, or of the director/responsible person in the case of legal persons);
- e) the unique identification code (IDNP/IDNO/tax code);
- f) legal/correspondence address;
- g) contact details of the Registrant (e-mail, telephone number).

8. The National Registrar/Dealer may reserve a subdomain name upon request, under the conditions set by the National Registrar/Dealer, but it becomes active **only after payment has been received and processed.**

9. In the case of 2 or more consecutive reservations of the same subdomain name, the National Registrar has the right to refuse the subsequent reservation for that subdomain without prior notification.

10. The Registrant is obliged to keep the information provided to the National Registrar up to date, complete and accurate for the entire term for which the subdomain name has been registered.

11. The Registrant undertakes to provide a functional e-mail address to receive any notifications from the National Registrar.

12. Only available names may be registered as subdomain names. A subdomain name is available when:

- 1) it is not already registered as a subdomain name;
- 2) it is not reserved or blocked.

13. The web subdomain name can be found after www. in the address bar, or it can also be found after the "arond" [@] symbol in an e-mail address. The subdomain name (second and third level domain names) must meet the following requirements:

- 1) consists of alpha-numeric characters (Arabic numerals: 0÷9, Latin letters: a÷z; A÷Z, without diacritics) and the spelling sign (-) and/or their combination;
- 2) small characters (a-z) are recommended, as subdomain names do not take into account upper or lower case characters;
- 3) may not begin or end with the spelling 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 specialities 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 people, especially minors.

14. A subdomain name may be registered or re-registered for a minimum of one year, but not more than 5 years.

15. The National Registrar may allow a period of up to 5 days for the reservation of the subdomain name. The registration or re-registration of a subdomain name shall be made only after payment has been received and processed, such payment being non-refundable.

16. The subdomain name is unique and cannot be changed after it has been registered and the payment paid for its registration is non-refundable.

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

18. Applications for registration/re-registration of subdomain names shall be processed automatically by the National Registrar via the nic.md platform in chronological order, on a non-discriminatory basis and on a first-come-first-served basis.

19. The Registrant is responsible for the accuracy and integrity of the data included in the form.

20. Registration/re-registration of subdomain names is done in Romanian or English, as appropriate.

21. The registration/re-registration of subdomain names, as well as the modification of the contact data of the Registrants of subdomain names already registered, is done online on the nic.md portal or, as the case may be, through other technical interfaces made available to the dealers, which are adjacent to the nic.md portal.

22. After the expiry of the term for which the subdomain name was registered, it enters a grace period of 30 days: the first 5 days the subdomain name is active and the next 25 days it is inactive. During the grace period, the subdomain name may be re-registered by the Registrant.

23. 30 days before the expiry of the period which the subdomain name has been registered for, the National Registrar shall notify the Registrant to this effect. By the end of the Grace Period, the National Registrar shall send to the Registrant, at the e-mail address indicated for the Administrative Contact and at the e-mail address of the Billing Contact, notifications with information on the conditions for re-registration and the risk of deletion of the subdomain name from the WHOIS database if it is not re-registered.

24. At the end of the grace period, if the Registrant does not re-register the subdomain name, it is automatically deleted from the WHOIS database and becomes available for re-registration on a first-come, first-served basis.

25. If the data included in the subdomain name registration form (Administrative, Billing and Technical Contact) is incomplete, inaccurate, false, erroneous or misleading to Internet users, the National Registrar reserves the right to request information and/or documents for the registration/ re-registration of subdomain names.

IV. Conditions for rejection of the request for registration/re-registration of subdomain names

26. Regarding the reasons for rejection of the application for subdomain names are:

- 1) incomplete data included 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 those allowed;
- 5) contains the spelling sign (-) at the beginning and/or end of the name;
- 6) is identical to another name already registered;
- 7) is identical to a name from a previous, valid application;
- 8) is a name in poor taste;
- 9) it is a misleading name;
- 10) would be contrary to public policy;
- 11) creates confusion;
- 12) could cause offence to someone;
- 13) names of well-known personalities;
- 14) in case of non-payment, partial payment or overdue payments;
- 15) is a name that constitutes a registered trademark with the property right of another person;
- 16) making the payment without indicating the number of the payment note in the payment order in case of bank transfer (making it impossible to identify the subdomain name).

V. Conditions for the revocation of subdomain names

27. As reasons for the subdomain names revocation, on the National Registrar's own initiative, without submitting the dispute to an alternative dispute resolution procedure (hereinafter - ADR procedure) or judicial procedure serve:

- 1) the subdomain name is administered in a way that is damaging to the functioning of the DNS;
- 2) the data on the basis of which the subdomain name was registered has changed (e.g. the legal entity that registered the subdomain name no longer exists) or the contact details have been changed to false data and consequently the Registrant of the subdomain name cannot be identified by the National Registrar;
- 3) the existence of unpaid debts owed by the Registrant to the National Registrar;

4) failure of the Registrant of the subdomain name to meet the eligibility criteria set out in these Rules;

5) a breach by the Registrant of the registration application requirements set out in these Rules;

6) the National Registrar is notified by the competent authorities that the subdomain name is being used in a way that causes confusion among Internet users;

7) the National Registrar is informed by the competent authorities of an illegal action relating to that subdomain name;

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

9) The National Registrar considers that one of the above cases might occur.

28. A subdomain name may also be removed and, if necessary, subsequently transferred to another party on the basis of an ADR or judicial procedure, in accordance with the principles and procedures that are established in the present **Rules** and **ANRCETI Regulation No 42/2020** if:

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

2) has been registered or is being used fraudulently.

29. A subdomain name may be revoked from the National Registrar's WHOIS database if:

1) The Registrant submits a request to the National Registrar;

2) the payment conditions have not been met;

3) the Registrant is in breach of its obligation to maintain current, complete and accurate data.

30. In the event of non-compliance by the Registrant with these Rules, the National Registrar may extend a maximum period of 7 calendar days, with the sending of 2 notices to the e-mail address indicated to the Registrant's Administrative Contact, regarding the need to comply with the Rules.

31. In the event of non-compliance with the National Registrar's notification, the subdomain name shall be revoked and become free for re-registration without refund of the fees/payments paid for the registration of the subdomain name

VI. Procedure for the transfer of the subdomain names

32. Registered subdomain names may only be transferred to eligible Registrants or under a final court order.

33. The Registrant has the right to transfer subdomain names to a new eligible Registrant or to a Dealer via the nic.md portal, by logging into the account he/she holds.

34. When transferring the subdomain name, the term under which the subdomain name was registered shall remain unchanged.

35. The description of the procedure for the transfer of subdomain names can be found in the Practical Guide for the registration and verification of .md subdomain names available at https://nic.md/img/ghid_nic_md_ro.pdf.

36. The Registrar has the right to refuse the transfer of the subdomain name if this name is in dispute, until a final court decision or the respective executive order is issued.

VII. Description of the functions of the WHOIS database / .md Top Level Domain Name Registry

37. When a subdomain name is registered, the registration information is entered into a WHOIS database. When registering a new subdomain name, the Registrant is required to accept the Rules, authorising the Registry to publish certain contact details of the Registrant in the online WHOIS database together with other technical data, in order to ensure the transparency of the subdomain name system. By accessing the online WHOIS database, information about the Registrant administering the subdomain name can be found.

38. The purpose of the WHOIS database is to provide current information about Registrants of subdomain names.

39. All Registrants must accept these Rules authorising the National Registrar to publish certain data relating to subdomain names. Through the WHOIS database, the following information may be viewed for:

1) Legal entity Registrant: legal entity name, IDNO, country, registration date, expiry date of the term for which the subdomain name was registered, domain name servers.

2) Registrant natural person: country, registration date, expiry date of the term for which the subdomain name was registered, domain name servers.

40. The WHOIS database search is limited to one criterion, the subdomain name.

VIII. Responsibilities, rights and obligations of the National Registrar and the Registrant

41. The National Registrar has the following duties:

1) to comply with the provisions applicable in relation to his duties set out in *ANRCETI Regulation No 42/2020, these Regulations and the legislation* relating to his activity;

2) to organise, administer and manage the .md Top Level Domain in the general public interest and to ensure, in all aspects related to 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) organise, administer and manage, with due diligence, a WHOIS database (.md domain name registry);

4) comply with the legislation on the protection of personal data in order to ensure the protection of the fundamental rights and freedoms of natural persons with regard to the processing of personal data.

42. The National Registrar 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 opportunities for Registrants to verify the legal compliance of the subdomain name applied for.

43. The Registrant shall not involve the National Registrar in any litigation or other damage arising from the use of the subdomain name.

44. Registration of a subdomain name does not give the Registrant any legal right to that subdomain name, except the right to use it. Any disputes between the parties regarding the rights to use a particular subdomain name will be settled by them in accordance with the law.

45. The Registrant takes full responsibility for the data filled in the online form. Submission of the online form constitutes a guarantee to the national Registrar that the Registrant has the right to use the subdomain name submitted.

46. The Registrant has the following obligations:

1) comply with national and international legislation on the protection of intellectual property;

2) comply with these Rules;

3) not to include in the form names of sub-domains referring to registered trademarks, company names or well-known personalities;

4) pay for the services provided by the National Registrar;

5) submit, at the request of the National Registrar, information relating to the registered subdomain name;

6) update the administrative contact, billing contact and technical contact details if they change;

7) bear/pay in full the costs incurred by the National Registrar (all costs, expenses and claims for damages incurred by third parties, including legal fees and attorneys' fees, incurred by the National Registrar as a result of the unlawful registration and/or use of a subdomain name).

47. The National Registrar has the right:

1) to modify the fee for the registration/re-registration of the sub-domain name, in accordance with the detailed nomenclature of services provided by the I.P. "Information Technology and Cyber Security Service";

2) to apply inactive status to the subdomain name with prior notification, in case of non-compliance with these Rules by the Registrant;

3) to cancel the right to use the subdomain name with prior notice in case of non-compliance by the Registrant with ANRCETI Regulation No 42/2020, the Rules and the Contract.

48. The Registrar also has other rights and obligations set out in ANRCETI Regulation No. 42/2020, present Rules and ICANN/IANA regulations.

49. The Registrar has the right:

1) to use registered subdomain names at its discretion, within the limits specified by law and these Rules;

2) to access and update its contact information according to the 3 available headings Administrative, Billing and Technical Contact;

3) to receive information support in the volume necessary for the proper interaction of the parties, when the conditions of these Rules are met.

50. The submission of a subdomain name registration application (or the submission of a re-registration application) implies by implication an undertaking by the applicant for subdomain name registration that it does not infringe or prejudice the rights of any third party. It is the responsibility of the Registrant to determine whether the registration prejudices the rights of any other person (natural or legal). The Registrant bears personal liability for any trademark infringement and for any conflict situations that may arise as a result of cybersquatting.

IX. Limitation of the responsibilities of the National Registrar/Dealer

51. The National Registrar/Dealer has no obligation to verify the right of the Registrant to register and use the subdomain name.

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

53. The National Registrar/Dealer shall not be liable for any misuse, interruption of activity or 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 has been advised of the possibility of such damages.

X. Billing and payment for services provided by the National Registrar

54. The fees for registration and re-registration of the subdomain name are set out in the *detailed nomenclature of services provided by the P.I. "Information Technology and Cyber Security Service"*, published on the official website stisc.gov.md. Information on the cost of this service can also be found on the nic.md portal. The cost of the service is charged by the National Registrar in MDL national currency.

55. Payment for the registration and re-registration of the subdomain name is made on the basis of the payment slip generated online. In the case of a user account registered on nic.md, the Registrant is directly responsible for selecting the period for which he/she intends to re-register his/her subdomain name and create (generate) his/her payment note.

56. **In case of payment of the subdomain name by bank transfer** - payment must be made within the deadline indicated in the payment note, taking into account the **reservation deadline**/grace period of the subdomain name, with the mandatory indication of the payment note number in the payment destination. NOTE: Payment by bank transfer is processed manually in the next working (bank) days, so **the National**

Registrar recommends that the registrant to make the payment at least 3 (three) bank days before the expiry of the reservation period/subdomain name grace period to avoid possible conflict situations. Conflict situations may arise if the confirmation of payment by the National Registrar takes place after the expiry of the reservation period/subdomain grace period due to manual processing which takes longer (steps: generation of bank statement by the bank, receipt of bank statement by the National Registrar, manual placement of payment in the system by the National Registrar). Subdomain name whose payment is not processed within the reservation period/grace period - is excluded from the WHOIS database and becomes free for re-registration. In such cases the National Registrar shall analyse the situation created and allocate the subdomain name to the Registrant whose payment was collected first, taking into account the principle of "first come - first served".

57. In case of payment of the subdomain name via the governmental electronic payment service Mpay - payment must be made within the time limit indicated in the payment note, the order is **automatically processed by the system**, as a result - the service becomes active.

58. The National Registrar is not responsible for the Registrant's failure to meet payment deadlines and the resulting consequences.

59. Following the registration and payment of subdomain names, the National Registrar for Resident Legal Entities issues tax invoices upon request. According to the tax legislation of the Republic of Moldova, the National Registrar is not entitled to issue tax invoices to non-resident people.

X. Entities with Dealer functions

60. Entities acting as Dealers are designated by the National Registrar under the *Contract for the registration, re-registration, transfer, extension of right of use, cancellation, revocation of names in the .md top level domain* (hereinafter referred to as the *Standard Contract*).

61. The National Registrar shall apply equivalent and non-discriminatory conditions to Dealers providing equivalent services, offering services and information on the same conditions and of the same quality as those provided for its own equivalent services.

62. The National Registrar shall draw up and countersign the *standard Contract*, taking into account the ICANN/IANA regulations and the provisions of *ANRCETI Regulation No 42/2020*.

63. *The Standard Contract* can be accessed at <https://nic.md/ro/legal/> and the list of Dealers - at <https://nic.md/ro/partners/>.

XI. Confidentiality of personal data processing

64. The collection, processing and use of personal data complies with the provisions of Law No.133/2011 on the protection of personal data.

65. By registering a subdomain name and accepting the present Rules, the Registrant consents to the processing of personal data and other data necessary for the registration of subdomain names.

66. The following personal data of the Registrant is collected for the internal use of the National Registrar (except for data that is available in the WHOIS database):

- 1) the full name of the Registrant;
- 2) IDNO/IDNP of the Registrant;
- 3) full name of Administrative Contact, Billing Contact, Technical Contact;
- 4) addresses of all contact persons;
- 5) e-mail addresses of all contact persons;
- 6) telephone numbers of all contact persons;
- 7) the Registrant's billing information.

67. The National Registrar shall submit, at the request of the competent authorities under national law, information from the .md Top Level Domain Name Registry.

XII. Alternative Dispute Resolution (ADR) procedure

68. Any disputes between the parties (natural or legal people) in relation to the right of registration/re-registration and use of the subdomain name will be settled preferably by amicable, arbitration and then by other legal methods, including in the court of law of the Republic of Moldova.

69. The parties involved understand and agree that the National Registrar does not arbitrate disputes concerning the registration and use of subdomain names, but can only provide, under the conditions of the law, the information concerning them.

70. If a lawsuit concerning the right of use of a subdomain name is already pending in a court of law, arbitration or other authorised body, the subdomain name will be blocked until a final decision has been rendered to resolve the dispute. Until the decision is rendered, the current Registrant may continue to use the subdomain, to re-register it, unless prohibited from doing so by an enforceable court order.

71. The National Registrar shall comply with ICANN's uniform dispute resolution policy.

72. The National Registrar shall have the right to revoke a subdomain name in accordance with these Rules, ANRCETI Regulation No. 42/2020, the IANA/ICANN regulations and the World Intellectual Property Organization's ccTLD Best Practices for the Prevention and Resolution of Intellectual Property Disputes.

73. Disputes that may arise between the National Registrar and the Registrant shall be settled by the Parties amicably, in case of failure to settle the differences amicably, the dispute shall be settled by the courts of the Republic of Moldova.

XIII. Final provisions

74. The National Registrar reserves the right to amend the present Rules at any time, depending on changes in legislation, National Registrar policy related to the

management of the .md top level domain with the prior approval of the National Agency for Electronic Communications and Information Technology Regulation.

75. The present Rules shall apply to all applicants for registration/re-registration of subdomain names.

76. The provisions of the present Rules shall be automatically supplemented by the provisions of ANRCETI Regulation No 42/2020.

77. The present Rules shall be construed and applied in accordance with the law of the Republic of Moldova.