Terms and Conditions
for the registration and administration
of domain names under the Top Level Domain ".md"

1. DEFINITIONS

Throughout these Terms and Conditions, the following terms and expressions shall have the meaning ascribed thereto below:

**TOP LEVEL DOMAIN (TLD)** - one of the domains at the highest level in the hierarchical Domain Name System of the Internet (DNS).

**TOP LEVEL DOMAIN .md (ccTLD.md)** – the country code-top-level domain name assigned to the Republic of Moldova according to the two letters codes in the ISO 3166-1 list for the representation of names or countries and territories, delegated to S.E.”MOLDDATA” through the Memorandum of Understanding between ICANN and S.E. ”MOLDDATA” (Manager), dated 02.12.2003, where the Manager is the trustee for ccTLD.md.

**.md REGULATION** - the Name Management Regulation in the ccTLD.md approved on 28.08.2000 by the National Regulatory Agency for Information Technology of the Republic of Moldova

**ICANN** - Internet Corporation for Assigned Names and Numbers.

**IANA** - Internet Assigned Numbers Authority.

**.md DOMAIN NAME** -the second level domain name (hereinafter ”.md Domain Name”) is the portion of the domain name that is located immediately to the left of the point followed by the ccTLD.md and is registered on behalf of an organization or individual in the ccTLD.md Registry.

**ccTLD.md GENERIC SUBDOMAINS** - dedicated domain names registered within ccTLD.md primary domains such as „.com.md”, „.org.md”, „.pro.md”, „.info.md” „.co.md” etc.

**.md DOMAIN NAME REGISTRY** - a database of all domain names, their holders and other persons or information related to the Domain Name, which was created and is owned by .S.E. “MOLDDATA”. The .md DOMAIN NAME REGISTRY is the source for domain name delegation into the .md zone located on the primary name server.
REGISTRY/
MANAGER/S.E. “MOLDDATA”/ MOLDDATA/ - the MANAGER of the .md DOMAIN NAME REGISTRY, also called the Network Information Center (NIC), which maintains all administrative data of the domains and generates a zone file which contains the addresses of the name servers for each domain. The REGISTRY manages the registration of domain names within .md domain, sets out procedures and rules of .md DOMAIN NAME registration, and technically operates the .md DOMAIN. It also fulfills the function of the NATIONAL DOMAIN NAMES REGISTRAR.

DEALER / PARTNER / REGISTRAR – a legal person or entity authorized accordingly to carry out the necessary activities to prepare the domain names registration in the .md TOP LEVEL DOMAIN on the territory for which it is authorized based on a contract with the REGISTRY to provide domain name registration services to registrants.

REGISTRANT / HOLDER - a natural person or legal entity having a registered name in the .md TOP LEVEL DOMAIN and the right to request, modify and revoke domain name registration data assigned.

USER / CLIENT / BENEFICIARY - any natural or legal person making a request or using REGISTRY’s services.

ADMINISTRATIVE CONTACT - an individual who is authorized by the REGISTRANT to interact with the DOMAIN NAME REGISTRY to answer questions about the domain name registration and REGISTRANT.

BILLING CONTACT - an individual who is authorized by the REGISTRANT to receive the invoice for domain name registration and domain name renewal fees.

TECHNICAL CONTACT – an individual who is authorized by the registrant to maintain the DNS name servers associated with the domain name.

WHOIS DATABASE - internal database of the REGISTRY used to provide the WHOIS SERVICE and other services. The DATABASE is not publicly accessible and is not a subscriber directory.

WHOIS SERVICE - publicly accessible part of the REGISTRY DATABASE.

NAME SERVER – service on the internet which answers requests with appropriate information from the zone file.

REGISTRATION – Entry of the domain name in the DATABASE and, where applicable, the zone file.
ZONE FILE - the file required by the name server, which contains the information about the domain name, name server and IP addresses.

WEBSITE OF THE REGISTRY - the website of the Registry available at www.nic.md, nic.md.

2. OVERVIEW
2.1. This document sets out the technical and administrative procedures used by REGISTRY as regards the name registrations under the TOP LEVEL DOMAIN .md or requests for such registrations including renewal, deletion, transfer, suspension, revocation etc. of these domain names.

2.2. The ccTLD.md management is conducted in accordance with .md REGULATION, IANA/ICANN regulations for TLDs and good practices for the registration and administration of domain names.

3. GENERAL PRINCIPLES FOR THE REGISTRATION AND ADMINISTRATION OF DOMAIN NAMES

3.1 Eligibility criteria
Any natural or legal person may register a domain name under the ccTLD.md.

3.2 Equal treatment
Unless provided otherwise in the .md REGULATION, in the applicable law and policies, the REGISTRY will handle requests for registration of domain names in accordance with the same rules and principles.

3.3 First come, first served
The REGISTRY carries out the registration of domain names under non-discriminatory conditions, if the REGISTRANT has met all requirements on the "first come - first served" principle. In this regard, the date and time of receipt by the REGISTRY’s system within its website available at www.nic.md of a complete and technically correct electronic request can be considered for a domain name reservation. When the registration request is completed, the domain name will be automatically reserved by the system for a 3-day term without the possibility to cancel the reservation during this time. By ordering a domain name, the BENEFICIARY agrees with the reservation procedure described here.

In case of errors in the automatic reservation process of the domain names in the system, domain name processing will be made at the moment of payment or manual reservation, immediately after identifying the error.
The **REGISTRY** assumes no liability and does not provide any warranty in this respect for a possible **REGISTRATION** of a domain name by a third party, in the case where the automatic reservation failed, in the elapsed time until the manual reservation / registration.

### 4. .md DOMAIN NAME LIFE CYCLE

4.1 A **DOMAIN NAME** can be registered or renewed for at least 1 year and up to 5 years.

4.2 The **REGISTRY** allows a 3-day reservation term under the conditions stipulated at the art. 3.3 of this document. According to the **.md REGULATION**, a domain name registration and renewal is done only after payment confirmation.

4.3 It is not allowed to correct a spelling mistake in the **DOMAIN NAME**. Once a domain name is registered or renewed the action is considered to be consumed and the fee is not refundable, the domain name goes into the exclusive use of the **REGISTRANT. MOLDDATA** will not refund any domain charges already paid to it.

4.4 Once the domain expires, it enters a 30 days Grace Period. First 5 days the domain name is still active and the following days will be inactive, but the holder will be able to renew it at the regular price without penalty.

4.5 30 days prior to domain name expiration the **REGISTRY** begins to notify the **REGISTRANT** about this. Until the end of the Grace Period the **REGISTRY** sends to the **REGISTRANT** via **ADMINISTRATIVE CONTACT** e-mail address several notifications with the information about renewal conditions and the risk of domain name deletion.

4.6 At the end of the Grace Period, if the holder fails to renew it, the domain name is automatically deleted from the **.md DOMAIN NAME REGISTRY**. At this point, the domain becomes available for a new registration on a “first come, first served” basis.

### 5. LEGITIMACY

5.1. A domain name registration request represents to **REGISTRY** the binding warranty of the **BENEFICIARY** that the registration can be made legally and that the **BENEFICIARY** is entitled to use the requested domain name. The **REGISTRY** does not carry out to check on the **BENEFICIARY**'s entitlement to register and use the domain name, and accepts no responsibility in that regard through the registration and administration of the domain name for the **REGISTRANT**.

5.2 The **REGISTRANT** bears personal responsibility under the law for fraudulent registration of a trademark or an intellectual property. In respect of **MOLDDATA**, the
HOLDER entered in the database is considered legally responsible for and entitled to the use the domain name.

5.3 The HOLDER undertakes to fully indemnify MOLDDATA in respect of all costs and expenses and against claims for compensation by third parties, including costs of proceedings and lawyers, which may result for REGISTRY from or in connection with an illegal registration and/or use of a domain name.

5.4 Registering a domain name does not confer any legal rights to that name but the right of use and any disputes between parties over the rights to use a particular name are to be settled between the contending parties using normal legal methods. The domain right of use owner is accountable regarding the domain legal usage.

6. DOMAIN NAME REGISTRATION

6.1 A valid request for REGISTRATION of a DOMAIN NAME must contain up-to-date, complete and accurate information about the HOLDER, ADMINISTRATIVE, BILLING and TECHNICAL CONTACT. If the NAME SERVERS are indicated at the time of registration, these must be up-to-date, complete and accurate.

6.2 Only an available name can be registered as a DOMAIN NAME. A name is available when:
   a) it is not already registered as a domain name;
   b) it is not reserved or blocked;
   c) it is not assigned to central or local public authorities, according to .md REGULATION (if it is the case, only designated authorities can request the registration);

6.3 Acceptable characters allowed for domain names are alpha-numeric characters (a-z, A-Z, 0-9) and dash (-). A domain name cannot begin or end with a dash. It is recommended to use only lower case characters, because domain names are case insensitive. A domain name must have less than 63 characters, not including the suffix .md. A domain name is unique and cannot be modified after it has been registered. By modifying any character within a domain name the requester gets another domain name which can be registered as a new domain name, after sending the registration application and making the required payment.

6.4 Domain names within the .md domain may be registered for active usage (domain delegation) or for inactive usage (reserved domain names). For registered active domain names there must be an operational primary and an operational secondary DOMAIN NAME SYSTEM (DNS) name server. Both name servers need permanent IP connectivity to the Internet in order that they can be easily checked for operational status and database accuracy at any time by REGISTRY.
6.5. A request for registration of a domain name will only be considered complete when the **REGISTRANT** (or through a **PARTNER**) provides the **REGISTRY** with following information:

- the requested domain name;
- the full name of the **REGISTRANT** - a company/ organisation or an individual name;
- IDNO or IDNP;
- address and country where the **REGISTRANT** resides;
- email address.addresses of the **ADMINISTRATIVE**, **TECHNICAL** and **BILLING CONTACTS**;
- telephone number/numbers of the **ADMINISTRATIVE**, **TECHNICAL** and **BILLING CONTACTS**;
- The **REGISTRANT** is under an obligation to keep the above information complete and accurate at all times throughout the Term of registration.
- The **REGISTRANT** must undertake to supply a functioning email address in order to receive possible communications from the **REGISTRY**.
- The **REGISTRY** will register the domain name only after receiving an email confirmation from the **REGISTRANT**.
- The **REGISTRY** is entitled to reject a request for domain name registration or to revoke a domain name for which the **REGISTRANT** has provided incomplete or inaccurate information.

7. **REASONS FOR REJECTING DOMAIN NAME APPLICATIONS OR CANCELING THE REGISTRATION:**

7.1 The **REGISTRY** is entitled to reject an application for the reason of:

- incomplete entries in the application form;
- the data provided in the application form is false, it is not accurate, or it is misleading;
- domain names containing more than 63 characters;
- domain names containing special characters except the hyphen (-);
- domain names containing hyphen as first or last character;
- domain names which are identical with an already registered domain name;
- domain names of bad taste;
names incorporating foul languages;
- names that are injurious to public order or to public sensibilities;
- domain names with offending character;
- domain names with obscene or pornographic words;
- outstanding payments.

7.2 The **REGISTRY** may cancel a registration or suspend delegation of a name:
- if the name is administered in a way likely to endanger operation of the DNS;
- if the basis on which the name was registered has changed, e.g. the organization making the application no longer exists, or the contact data was modified to inaccurate or false data;
- when **MOLDDATA** has been informed that legal action has been commenced regarding use of the name;
- in cases of conflicts of a domain name between parties, until the dispute is resolved;

8. OBLIGATION OF DATA MAINTENANCE

The **REGISTRANT** is responsible for ensuring that all the data of registered domain names and recorded by **REGISTRY** in the **.md DOMAIN NAME REGISTRY**, such as the data of the contact persons and technical details of the domain names, are kept up-to-date, complete and correct for the entire term of registration. If the **REGISTRANT** provides wrong information, or doesn't update the information promptly when changes occur, the domain name registration may be suspended or cancelled. For the **REGISTRY**, only the respective data registered in its **DATABASE** are authoritative. **MOLDDATA** is not obliged to take note of data communicated other than via **www.nic.md** or by itself conduct research into the accuracy of these data. If the data proves to be incomplete, inaccurate or not up-to-date and as a result the identity of the **HOLDER** can be determined only at disproportionate time and effort or if messages to the **HOLDER** and/or the **BILLING CONTACT** are undeliverable, **MOLDDATA** is entitled to revoke this holder’s domain name.

9. TRANSFER OF A DOMAIN NAME

The **REGISTRANT** has the right to transfer the domain name to a new **REGISTRANT** or to a new **REGISTRAR**. In case of a transfer the term of the domain name shall remain unchanged. The domain that is subject to a Dispute entry or is expired, is not transferable.

9.1 The domain name transfer to a new **REGISTRANT**

9.1.1. Upon request from the **REGISTRANT** to transfer the domain name to a new **REGISTRANT**, the current **REGISTANT** shall login to its control pannel account at **www.nic.md** and request a unique authorisation code from the **REGISTRY**. The authorisation code will be provided (1) by the **REGISTRY** to the current
REGISTRANT via ADMINISTRATIVE CONTACT e-mail address and (2) by the current REGISTRANT to the new REGISTRANT.

9.1.2 Upon request from the REGISTRANT to its REGISTRAR to transfer the domain name to a new REGISTRANT, the current REGISTRAR shall request a unique authorization code from the REGISTRY. Following the provision by the REGISTRY of such authorization code to the REGISTRAR, the authorization code will be provided subsequently (1) by the REGISTRAR to the transferring REGISTRANT, (2) by the transferring REGISTRANT to the new REGISTRANT, (3) by the new REGISTRANT to the (current or new) REGISTRAR and (4) by the (current or new) REGISTRAR to the REGISTRY. The REGISTRY shall execute the transfer after the receipt of the authorization code from the current or new REGISTRAR.

If the REGISTRAR fails to provide the REGISTRANT with the unique authorization code in accordance with this procedure, the REGISTRANT may request the authorization code directly from the REGISTRY, providing that it has taken all efforts to obtain the authorization code from the REGISTRAR.

9.2 The domain name transfer to a new registrar

Upon request from the REGISTRANT to transfer the domain name to another REGISTRAR authorized by the REGISTRY, the current REGISTRAR shall request a unique authorization transfer code from the REGISTRY. Following the provision by the REGISTRY of such authorization code to the REGISTRAR, the authorization code will be provided subsequently (1) by the REGISTRAR to the REGISTRANT, (2) by the REGISTRANT to the new REGISTRAR and (3) by the new REGISTRAR to the REGISTRY. The REGISTRY shall execute the transfer after the receipt of the authorization code from the new REGISTRAR.

If the REGISTRAR fails to provide the REGISTRANT with the unique authorization code in accordance with this procedure, the REGISTRANT may request the authorizations code directly from the REGISTRY, providing that has had taken all efforts to obtain the authorization code from the REGISTRAR.

9.3 By following the above-mentioned procedures, all involved REGISTRARS and REGISTRANTS warrant to the REGISTRY the validity of the transfer of the domain name to the new REGISTRANTS or REGISTRARS.

10. DELETION OF DOMAIN NAMES
A domain name can be deleted from the REGISTRY DATABASE if:
- the HOLDER breaks the 5.5 art. of .md REGULATION;
- the HOLDER sends a signed request to the REGISTRY;
- the domain was not paid within the set time frame, within 3 days of reservation or till the termination of 30-day period from the expiration date;
- the HOLDER breaches the duty to maintain data up-to-date, complete and correct;
- if the REGISTRY received a decision of a court.

With the deletion, the domain name becomes available for re-registration. The domain name is deleted as quick as possible or at the designated time.

11. FEES AND PAYMENT

The applicable fees charged by the REGISTRY to registrant/holder for the registration, renewal, term extension of DOMAIN NAMES may be consulted on the REGISTRY’s WEBSITE.

Invoices will be delivered to the invoice recipient (BILLING CONTACT) indicated to www.nic.md. Should the invoice recipient fail to settle the invoice, it may be delivered on request to the domain HOLDER in question. In any case, the domain HOLDER shall be liable for payment of the domain fee. The domain HOLDER consents to the issuance and submission of invoices in electronic form.

Payment of the registration fee is due no later than 3 days after the reservation date and the renewal fee - until the expiration date of the domain.

The REGISTRY is not responsible for any failure on the part of the Registrant/Holder in this respect, including where such failure results in non-registration or deletion of the domain name concerned.

12. THE .MD DOMAIN NAME'S WHOIS DATABASE

12.1 WHOIS database information

When a DOMAIN NAME is registered the information relating to that registration sits in a WHOIS DATABASE. When registering a domain name, the REGISTRANT is required to accept the REGISTRY’s Terms and Conditions which authorizes the REGISTRY to make some personal data accessible on its web site, along with some other technical data, in order to guarantee the transparency of the domain name system towards the public.

The purpose of the WHOIS DATABASE is to provide reasonably accurate and up to date information about the technical and administrative points of contact administering the domain names.
If the REGISTRY is holding false, incorrect or outdated information, the REGISTRANT will not be contactable and may lose the name. By deliberately submitting inaccurate information, the REGISTRANT would also be in breach of the Terms and Conditions which could also lead to loss of the domain name.

12.2 Processing of personal data
The collection, processing and use of personal data obey the provisions of the applicable legislation, namely Law for the Protection of Personal Data no. 133 from 08.07.2011. Personal data are processed by MOLDDATA within the nr. 0001200-001, nr.0001200-006 evidence systems, registered in the Register of personal data operators available at www.registru.datepersonale.md.

By registering a domain name and accepting the DOMAIN NAME Registration Terms and Conditions, the REGISTRANT authorizes the REGISTRY to process personal and other data required to operate the domain name system. The Registrant explicitly agrees that the REGISTRY can use the data for operating the system (which will include attribution of the domain name, transfer of a domain name to a new REGISTRANT/REGISTRAR) and can only transfer the data to third parties after the unambiguous consent of the REGISTRANT or if ordered to do so by a court or public authority, carrying out its legitimate tasks.

The REGISTRANT has the right to access his personal data and to arrange for it to be amended, where errors exist.

The REGISTRANT must keep the REGISTRY immediately informed of any change in name, address, e-mail address, telephone. An omission or delay in informing the REGISTRY of such changes may result in the termination of the registration of a domain name.

12.3. Information collected for internal use
The following personal data will be collected for the internal use of the REGISTRY (unless it is also available through the WHOIS look-up facility):
- full name of the REGISTRANT;
- IDNO/IDNP of the REGISTRANT;
- full name of the ADMINISTRATIVE, TECHNICAL and BILLING CONTACT;
- addresses of all the contacts;
- e-mail addresses of all the contacts;
- telephone numbers of all the contacts;
- bank details of the REGISTRANT;

12.4 WHOIS SERVICE
All REGISTRANTS are required to accept the Terms and Conditions which authorizes the REGISTRY to publish certain personal data.
By going to the WEBSITE of the REGISTRY and typing in the domain name in the WHOIS look-up facility, information about that DOMAIN NAME and the REGISTRANT can be accessed in accordance with the rules set out below.

a) when the REGISTRANT is a legal person the REGISTRY generally publishes the following information through its WHOIS SERVICE: company name, address, e-mail address, city, country, name servers, registration and expiration date.

b) when the REGISTRANT is a private individual (natural person) the contact information published is restricted to the e-mail address, city, country, name servers, registration and expiration date, unless otherwise requested. The REGISTRANT can create and use a specific functional e-mail address for publication in the WHOIS as an alternative to the use of personal e-mail address.

To prevent incorrect use of the WHOIS SERVICE searches are limited to a single criterion, the domain. It is therefore not possible to search for example by: name, e-mail address or address, nor by telephone number.

The WHOIS SERVICE is provided for information purposes only. By submitting a query, the USER agrees not to use the information to:
- allow, enable or otherwise support the transmission of unsolicited, commercial advertising or other solicitations whether via email or otherwise;
- target advertising in any possible way;
- cause nuisance to the REGISTRANT in any way by sending messages to him.

The REGISTRY reserves the right to institute the appropriate judicial proceedings against any third party who infringes this WHOIS rules.

13. IDENTIFYING THE REGISTRANT

In respect of the name of the Registrant in the WHOIS database are two types of domain owners. The first is “Organization” and the second is “Private Person.” If the “Organization” type of owner is selected, it is assumed that the HOLDER is an organization. If the “Private Person” type of owner is selected, it is assumed that the HOLDER is a natural person.

In order to ensure its rights as a domain name HOLDER the REGISTRANT should keep control of its www.nic.md login account and ADMINISTRATIVE CONTACT e-mail. The REGISTRANT is the only one in charge with the administration of related to a domain name information.

14. DOMAIN DISPUTES, BLOCKING, REVOCATION

In the case of disagreements between parties concerning a domain, the parties involved are to reach a settlement independently. MOLDDATA does not act as an arbitrator in such cases. In cases where a lawsuit regarding the domain is already pending before a
court of law or an arbitration court the domain will be blocked for a period of time until the court decision resolving the dispute in favor of one of the conflicting parties.

For the duration of the wait status, the domain HOLDER may continue to use the domain, to renew it, unless he is prohibited from doing so by means of an enforceable court decision.

The REGISTRY follows the ICANN uniform dispute resolution policy. Under that policy, disputes over entitlement to a domain-name registration are ordinarily resolved by court litigation between the parties claiming rights to the registration. Once the court rules on who is entitled to the registration, the REGISTRY will implement that ruling. The REGISTRY is entitled to revoke a domain name according to these Terms and Conditions, .md REGULATION, IANA/ICANN regulations and WIPO ccTLD Best Practices for the Prevention and Resolution of Intellectual Property Disputes (World Intellectual Property).

15. LIMITATION OF LIABILITY

The REGISTRY will not be liable for any loss of use, interruption of business, or any direct or indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether contractual, tort (including negligence), or otherwise, even if the REGISTRY has been advised of the possibility of such damages.

16. CHANGE OF TERMS AND CONDITIONS

These Terms and Conditions are subject to change and may be amended unilaterally by the REGISTRY.

If REGISTRY decides to change the Terms and Conditions, it will make the new rules available to the public by posting them on its web site at least 10 days before they take effect.

In case of discrepancies between the English and Romanian versions of the Terms and Conditions, the Romanian version shall prevail.