# 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 Information Technology and Cyber Security Service (ITSec), where the Manager is the trustee for ccTLD.md.

**.md REGULATION** - the Name Management Regulation in the ccTLD.md approved on 26.08.2020 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 is created and is owned by ITSec The **.md DOMAIN NAME REGISTRY** is the source for domain name delegation into the .md zone located on the primary name server.

**REGISTRY/**
**MANAGER/ ITSec -** 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**. **ITSec** 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 **ITSec**, 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 **ITSec** 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 **ITSec** 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. **ITSec** 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, **ITSec** 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 **ITSec** 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. **ITSec** 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.