

**MALAYSIAN COMMUNICATIONS AND
MULTIMEDIA COMMISSION (MCMC)**

AND

MYNIC, MIMOS BERHAD (MYNIC)

***REINTRODUCING
2ND LEVEL '.MY'
DOMAIN NAME SPACE***

***PUBLIC CONSULTATION
PAPER***

25 May 2005

1. INTRODUCTION

1.1 Context

Under the Communications and Multimedia Act 1998 (“the Act”), the Malaysian Communications and Multimedia Commission (“MCMC”) is vested with the control, planning, administration, management and assignment of the numbering and electronic addressing of network services and applications services under Section 179(1) of the Act.

MYNIC, a division of MIMOS Berhad, was designated by IANA as the “country-code” top-level domain (ccTLD) manager in 1987. The ‘.my’ top-level domain (TLD) is assigned to local Internet communities according to the two-letter codes in the ISO 3166 standard, “Codes for the Representation of Names of Countries and their Subdivisions”.

MYNIC administers the operation and management of the name space for the ‘.my’ TLD. MYNIC is responsible for registering and assigning third-level domain names ending with ‘.com.my’, ‘.net.my’, ‘.org.my’, ‘.gov.my’, ‘.edu.my’, ‘.mil.my’ and ‘.name.my’. Currently only third-level ‘.my’ domain names can be registered in Malaysia.

MCMC and MYNIC are considering the reintroduction of registering new second-level ‘.my’ domain names (e.g. ‘abc123.my’) to the Malaysian public.

1.2 Consultation Procedure

In this consultation paper entitled “Reintroducing 2nd Level ‘.my’ Domain Name Space”, MCMC and MYNIC would like to invite views and comments from the public on the issues raised in this consultation paper. In order to facilitate this consultation process, questions have been posed for the public’s careful consideration. Notwithstanding this, members of the public are not confined to these questions and are encouraged to raise any issues pertinent to them.

Members of the public are welcome to submit their comments on this consultation paper to 2LD-comments@mynic.net.my. The comments would be most useful if they were substantiated with rationale, examples and alternative proposals. Kindly also include full contact particulars such as full name, designation and organisation name (if relevant), postal address, e-mail address and contact numbers.

The period for public comments is one (1) month and ends on **24 June 2005**. Queries about the proposed second-level '.my' domain name and requests for further information can be sent to the same e-mail address as above.

Alternatively, comments can be posted or faxed to:

Public Comments on 2LD
c/o MYNIC
MIMOS Berhad
Technology Park Malaysia
57000 Kuala Lumpur

Fax: + 603 8991 7277

In the interest of fostering an informed and constructive consultative process, the comments received may be published. Any sensitive information that is clearly marked "**Confidential**" will be published only as aggregate information and without identifying the contributor of the same.

MCMC and MYNIC extends their appreciation to interested parties for their participation and for providing written submissions in this consultative process.

2. BACKGROUND

- 2.1 A second-level '.my' domain name is a shorter domain name (e.g. 'abc123.my') as compared to a third-level domain name (e.g. 'abc123.com.my', 'abc123.org.my' and 'abc123.gov.my').
- 2.2 Registrations of second-level '.my' domain name ('2LD') were initially allowed in line with international practice relating to the registration of domain names. However, in the late 1990s there was a trend towards categorising domain names into activity segments, such as commercial, network, government, education, etc. which led to the popularity of the third-level domain name format for ccTLD operators. This led to the closure of new 2LD registrations and the creation of third level '.my' domain names by MYNIC. A list of currently registered 2LDs can be found in Appendix A of this consultation paper.
- 2.3 There are currently seven (7) 2LDs, i.e. '.com.my', '.net.my', '.org.my', '.gov.my', '.edu.my', '.mil.my' and '.name.my', under which third level domain names may be registered by the public.

3. REASONS FOR REINTRODUCING 2LDs IN MALAYSIA

- 3.1 The proposed reintroduction of public registration 2LDs is to provide more choice to the public for registering '.my' domain names.
- 3.2 The 2LDs, which are shorter and briefer than third-level domain names will be easier to remember and hopefully will generate more online activity.
- 3.3 The reintroduction of 2LDs is also to respond to the global as well as local demand for second-level domain names. A significant number of ccTLDs are already offering second level domain name registration services, the countries listed in Appendix B are amongst those that offer 2LDs for registration.
- 3.4 Invitation for public comments:

- (a) Would the reintroduction of shorter and briefer 2LDs and consequent lack of categorisation (e.g. '.com', '.net', '.org', '.gov', '.edu', '.mil' and '.name') impact Internet users? If so, how?
- (b) Is this an appropriate time for the reintroduction of 2LDs to the Malaysian public? If not, why?

4. ELIGIBILITY

- 4.1 Registration is open to any individual or legal entity, subject to MYNIC's current rules and regulations for Malaysian domain names and also the Registration Period as discussed in item 6 below. MYNIC's current registration rules and regulations are available in Appendix C of this consultation paper.
- 4.2 Since it is not legally permissible for minors to enter into an agreement with MYNIC for the registration of a domain name, parents and guardians are allowed to register domain names on behalf of minors below eighteen (18) years of age. The 2LD can be transferred from the parents or guardians to the minors when the minors reach eighteen (18) years of age.

5. 2LD REGISTRATION

- 5.1 A 2LD registration will be considered a new registration. If an existing third-level domain name registrant (e.g. abc123.com.my) registers an equivalent 2LD (e.g. abc123.my), the registrant's third-level domain

name(s) will continue unaffected unless the registrant instructs MYNIC to delete its third-level domain name(s).

- 5.2 There is no limitation on the number of 2LDs that a person or entity can register.
- 5.3 Applicants and registrants would be required to enter into an agreement with MYNIC in respect of the 2LDs that they seek to have registered and comply with MYNIC's rules and regulations for Malaysian domain names as annexed in Appendix C of this consultation paper.
- 5.4 Invitation for public comments:

- (a) Should a registrant be allowed to register an unlimited number of 2LDs or should there be a maximum number of 2LDs each registrant may register?
- (b) If the answer is the latter, please propose the reason(s) and maximum number of 2LDs that a registrant should be allowed to register.

6. REGISTRATION PERIOD FOR 2LDs

- 6.1 2LDs will be launched in two (2) phases. The first phase will be a two (2) month "Pre-registration Period". This period is essentially a window period for existing third-level '.my' domain name registrants to register the equivalent name as 2LD before the 2LD is opened up for registration to the public.
- 6.2 It is not compulsory for existing third-level domain name holders to register a 2LD during this Pre-Registration Period.
- 6.3 Only registrants who have registered third-level '.my' domain names with MYNIC before or by 5:00 pm on the eve of the commencement of the Pre-registration Period are entitled to apply for the equivalent 2LD during the Pre-registration Period.
- 6.4 Applicants during this Pre-registration Period would have to ensure that the chosen 2LD is exactly the same as their then current registered third-level '.my' domain name, for example a 'abc123.com.my' registrant **can only register 'abc123.my'** and **not 'abc-123.my' or 'abc1234.my'** or any other permutation of "abc123".

- 6.5 Registration for 2LDs during the Pre-registration Period will not be on a "first come, first served" basis. Instead, all applications received during the said period will be processed at the end of the Pre-registration Period on the basis of giving priority to the applicant with the earliest original registration, as expanded in item 6.6 below.
- 6.6 A list of overlapping registered third-level '.my' domain names will be displayed on MYNIC's website prior to the Registration Period. Therefore in the event that there are several applications for the same 2LD, priority will be given to the applicant with the earliest original registration. In the following example, priority for registration of "abc123.my" will be given to Company C:

Company	Existing 3 rd LD	Registration Date for 3 rd LD	Application for ' <u>abc123.my</u> '	Registration of ' <u>abc123.my</u> ' after Pre-registration Period
A	abc123.com.my	01/01/1996	No	No
B	abc123.name.my	01/05/2004	Yes	No
C	<u>abc123.net.my</u>	<u>01/06/1999</u>	Yes	Yes
D	abc123.org.my	01/01/2000	Yes	No
E	abc123.edu.my	01/12/1999	Yes	No
F	abc123.mil.my	01/01/2001	Yes	No

- 6.7 Please note that item 6.6 above is subject to the reserved domain names list for public bodies and holders of the existing '.gov.my' third-level domain name as addressed in item 7.2 below.
- 6.8 The second phase will be after the Pre-registration Period. During the second phase, registration of any available 2LDs will be opened up to Malaysian entities and individuals.
- 6.9 In line with MYNIC's policy in registering third-level '.my' domain names, applications during the second phase will be processed on a "first come, first served" basis. Applicants will be required to submit the requisite supporting documents in accordance with MYNIC's then current registration rules and regulations.
- 6.10 At least six (6) months after the commencement of the second phase, MYNIC may take the approach carried out by countries such as Singapore, China, Japan and Hong Kong and open up registration of 2LDs to the world at large.

6.11 As with '.com.my', '.net.my', '.org.my' and '.name.my' domain names, all 2LD applications will be received and processed by MYNIC's resellers. MYNIC will not accept direct registrations. The list of these resellers can be viewed at <http://www.mynic.net.my>

6.12 Invitation for public comments:

- (a) Is the duration for the Pre-registration Period adequate? If not, please suggest a different duration and reason(s) for such alternative duration.
- (b) Should registration of 2LDs be open to the world at large? Is the duration for the second phase adequate?

7. CHOOSING A 2LD NAME

7.1 The 2LD sought to be registered by an applicant must conform to the rules and regulations laid down by MYNIC and must not be prohibited under the laws, rules and administrative regulations of Malaysia.

7.2 MYNIC will maintain a list of reserved domain names corresponding to the third-level domain names for existing '.gov.my' registrants.

7.3 The currently applicable restrictions on third-level domain names, namely MYNIC's "Rules on Choices of Domain Name" (which are annexed to this consultation paper as Appendix D), will apply equally to all 2LDs.

7.4 Invitation for public comments:

- (a) Apart from MYNIC's "Rules on Choices of Domain Name", should
 - (i) other prohibitions or restrictions as to the words, phrases or names that may be used be specifically detailed?
 - (ii) the prohibitions on country or state names be extended to include names of districts and other famous places?If so, please provide a list of such words, phrases or names.

8. FEES

- 8.1 The annual fee and renewal fee for 2LDs will be set by MYNIC's resellers and is subject to a proposed maximum cap of RM200.
- 8.2 As a comparison, Hong Kong is offering '.hk' 2LD at HK\$250 per domain name, Denmark is offering '.dk' 2LD at DKK60. (excluding VAT) per domain name, Japan is offering '.jp' 2LD at US\$140 per domain name and Ascension Island is offering '.ac' 2LD at US\$100 per domain name.
- 8.3 Invitation for public comments:

- (a) Is the proposed maximum cap for the registration of a 2LD affordable? If not, please propose a range of alternative fees.

9. DISPUTE RESOLUTION

- 9.1 Disputes in relation to 2LDs registered by MYNIC are ideally to be dealt with in accordance with MYNIC's Domain Name Dispute Resolution Policy ("MYDRP") (the MYDRP can be found at <http://www.rcakl.org.my/policy&rules.html>) which is a domain name dispute resolution service run by the Regional Centre for Arbitration Kuala Lumpur ("RCAKL"). MYNIC will enforce the decisions passed to MYNIC by the RCAKL or any other duly appointed body that offers domain name dispute resolution services in accordance with the MYDRP.
- 9.2 Alternatively, Registrants and complainants also have the choice of resolving a 2LD dispute by way of negotiations, litigating the matter in court or through the means of alternative dispute resolution mechanisms such as mediation or arbitration.

10. OPERATIONAL ISSUES

- 10.1 MYNIC only administers and handles **second level** domains names registered under the country-code top-level '.my' domain (i.e. 'abc123.my'). Therefore, MYNIC does not register or control any sub-domains created by a 2LD registrant such as 'xyz.abc123.my', 'abc.xyz.abc123.my' and 'def.abc.xyz.abc123.my'.
- 10.2 Since MYNIC has no control on any sub-domains created under a 2LD, the recourse available to any entity or person having issue with regard to a

sub-domain registered under a 2LD, is to take up the matter directly with the 2LD registrant.

10.3 Due to the open and unrestricted nature of the 2LD, there are some differences in the operations and process of registering the 2LD.

10.3.1 Domain Name Data Lookup – In line with MYNIC's practice with the third-level '.my' domain names, MYNIC will provide for a 2LD data lookup. In the case of 2LDs registered by individuals, the lookup display will only reveal the name and e-mail address of the registrant.

10.3.2 Transfer of 2LD - Transfers of 2LDs from one person to another person or one entity to another entity or even from one person to another entity and vice versa are allowed subject to there being no outstanding payments from the current registrant as well as subject to the condition that the new registrant complies with the applicable processes laid down by MYNIC. A flow chart illustrating the process of transferring a 2LD is appended to this consultation paper as Appendix E.

10.3 Invitation for public comments:

- | |
|--|
| <p>(a) Should 2LDs (e.g. abc123.my) be able to make available or offer sub-domains created under the said 2LDs (e.g. <u>xyz</u>.abc123.my) to third parties? If not, please state the reasons.</p> <p>(b) Does the proposed lookup display for 2LDs provide sufficient information? If not, what other information should be included?</p> |
|--|

APPENDIX A:

Currently Registered 2LD .my domain names

1. com.my
2. edu.my
3. gov.my
4. intan.my
5. itm.my
6. jaring.my
7. jpm.my
8. kpm.my
9. mardi.my
10. mil.my
11. mimos.my
12. moa.my
13. name.my
14. net.my
15. org.my
16. pc.my
17. pl.my
18. pnm.my
19. po.my
20. sains.my
21. sirim.my
22. ukm.my
23. unimas.my
24. upm.my
25. usm.my
26. utm.my
27. uum.my

APPENDIX B:

Listing Of The Countries That Offer Second-Level Domain Names

A significant number of ccTLDs are already offering second level domain name registration services, such as:

- .ac – Ascension Island
- .ad – Andorra
- .ae – United Arab Emirates
- .af – Afghanistan
- .ag – Antigua and Barbuda
- .am – Armenia
- .an – Netherlands Antilles
- .as – American Samoa
- .at – Austria
- .aw – Aruba
- .az – Azerbaijan
- .ba – Bosnia and Herzegovina
- .bb – Barbados
- .be – Belgium
- .bf – Burkina Faso
- .bg – Bulgaria
- .bh – Bahrain
- .bi – Burundi
- .bm – Bermuda
- .bo – Bolivia
- .bs – Bahamas
- .bw – Botswana
- .by – Belarus
- .bz – Belize
- .ca – Canada
- .cc – Cocos (Keeling) Islands
- .cd – Congo, The Democratic Republic of the
- .cg – Congo, Republic of
- .ch – Switzerland
- .ci – Cote d'Ivoire
- .cl – Chile
- .cm – Cameroon
- .cn – China
- .cu – Cuba
- .cx – Christmas Island
- .cz – Czech Republic
- .de – Germany
- .dj – Djibouti
- .dk – Denmark

.dm – Dominica
.dz – Algeria
.ec – Ecuador
.ee – Estonia
.es – Spain
.fi – Finland
.fm – Micronesia, Federal State of
.fo – Faroe Islands
.fr – France
.ge – Georgia
.gf – French Guiana
.gg – Guernsey
.gi – Gibraltar
.gl – Greenland
.gm – Gambia
.gr – Greece
.gs – South Georgia and the South Sandwich Islands
.hk – Hong Kong
.hm – Heard and McDonald Islands
.hn – Honduras
.hr – Croatia/Hrvatska
.ht – Haiti
.hu – Hungary
.ie – Ireland
.in – India
.io – British Indian Ocean Territory
.ir – Iran, Islamic Republic of
.is – Iceland
.it – Italy
.je – Jersey
.jo – Jordan
.jp – Japan
.kg – Kyrgyzstan
.ki – Kiribati
.kr – Korea, Republic of
.ky – Cayman Islands
.kz – Kazakhstan
.li – Liechtenstein
.lk – Sri Lanka
.lt – Lithuania
.lu – Luxembourg
.lv – Latvia
.ly – Libyan Arab Jamahiriya
.ma – Morocco
.mc – Monaco
.md – Moldova, Republic of

.mg – Madagascar
.mh – Marshall Islands
.mk – Macedonia, The Former Yugoslav Republic of
.ml – Mali
.mn – Mongolia
.mo – Macau
.mp – Northern Mariana Islands
.mr – Mauritania
.ms – Montserrat
.mu – Mauritius
.mw – Malawi
.mz – Mozambique
.na – Namibia
.ne – Niger
.nf – Norfolk Island
.nl – Netherlands
.no – Norway
.nr – Nauru
.nu – Niue
.ph – Philippines
.pl – Poland
.pn – Pitcairn Island
.pt – Portugal
.re – Reunion Island
.ro – Romania
.ru – Russian Federation
.rw – Rwanda
.sc – Seychelles
.sd – Sudan
.se – Sweden
.sg – Singapore
.sh – Saint Helena
.si – Slovenia
.sk – Slovak Republic
.sm – San Marino
.st – Sao Tome and Principe
.sz – Swaziland
.tc – Turks and Caicos Islands
.td – Chad
.tf – French Southern Territories
.tg – Togo
.tj – Tajikistan
.tk – Tokelau
.tm – Turkmenistan
.tn – Tunisia
.to – Tonga

.tt – Trinidad and Tobago
.tv – Tuvalu
.tw – Taiwan
.ua – Ukraine
.ug – Uganda
.us – United States
.uz – Uzbekistan
.va – Holy See (Vatican City State)
.ve – Venezuela
.vg – Virgin Islands, British
.vi – Virgin Islands, U.S.
.vu – Vanuatu
.ws – Western Samoa

Important Note:

Please note that this is a non-comprehensive list and it is reflective of the contents of the primary NIC site for each listed ccTLD as at 12th May 2005

APPENDIX C:

Rules For Registration Of Personal Domain Names

For the avoidance of doubt, these Rules for Registration of Personal Domain Names shall only apply to .name.my personal domain names.

1) Requirements of Registrants

1. Registrants of the 3rd level .name.my personal domain names are restricted to natural persons/individuals only. Other legal entities (for e.g. companies, partnership, organisation, etc) are not allowed to register .name.my personal domain names.
2. Only Malaysian citizens and non-Malaysians residing in Malaysia aged 18 years old and above are entitled to apply for the .name.my personal domain name.
 - 2.1. In the event the non-Malaysian Registrant is no longer residing in Malaysia, the .name.my personal domain name applied by him/her has to be deregistered immediately.
 - 2.2. When applying for the .name.my personal domain name, Malaysian citizens must submit a photocopy of their National Registration Identity Card (NRIC) and non-Malaysians must submit a photocopy of their passport or any other supporting documents as required by MYNIC.
3. Subject to clause 4 below, individuals are not allowed to register .name.my personal domain name for and on behalf of other individuals or other legal entities (for e.g. company, organisation, society, etc).
4. However, parents, guardians or immediate family members may apply on behalf of a minor who is below the age of 18 years as minors are not allowed to register .name.my personal domain name in their own capacity. PROVIDED ALWAYS that the minor and the parent/guardian/immediate family member concerned are Malaysian citizens and/or non-Malaysians residing in Malaysia.
 - 4.1 For Malaysian citizens, supporting documents for minors are a photocopy of the minor's NRIC or the birth certificate if they do not have a NRIC. For non-Malaysians, a photocopy of their passport or any other supporting documents as required by MYNIC.

- 4.2 The Agreement for Registration of Personal Domain Name is between MYNIC and the parent/guardian/immediate family member concerned, and the parent/guardian/immediate family member is fully responsible for the said .name.my personal domain name.
- 4.3 The .name.my personal domain name may be transferred to the minor upon his/her attainment of 18 years.

II) Specific Rules for Personal Domain Name

1. Registrants must only register the .name.my personal domain name for their personal use and for their own benefit only and must be for lawful purposes. PROVIDED ALWAYS a Registrant who has doubts as to whether his/her use or intended use of personal domain name which is contrary to this clause 1 may write to MYNIC for clarification.
2. Registrants must ensure that their .name.my personal domain name reflects and/or represents their own identity, which includes "legal" name (as per identity card), nickname, stage name, pseudonym and others.
3. Registrants agree that they shall not register .name.my personal domain name through any fraudulent means or devices.
4. Registrants must be responsible for their own .name.my personal domain names and usage thereof.
5. It is the sole responsibility of the Registrants to ensure that the .name.my personal domain name applied for does not infringe any registered and unregistered trademark and does not violate any intellectual property or other laws in Malaysia.
6. Registrants agree that they shall only be entitled to apply for a maximum of eight (8) .name.my personal domain names.
7. MYNIC does not act as an arbiter of any disputes between parties over the rights to use a particular .name.my personal domain name. Any complaints or queries in respect of a particular .name.my personal domain name shall first be addressed to the respective Registrant.
8. Registrants agree and accept that MYNIC does not in any way encourage or condone registration and use of .name.my personal domain names for cybersquatting, hoarding, speculative purposes, or any other abusive purpose ("abusive registration activities"). Registrants are not to encourage nor participate in abusive registration activities either for his/her own purpose or for any third party.
9. The .name.my personal domain name registered in the name of the parent/guardian/immediate family member, referred to in clause 4 of Part I above, may be transferred to the minor upon his/her attainment of 18 years

if all MYNIC policies and procedures are complied with.

10. MYNIC also reserves the right to suspend or terminate the .name.my personal domain name at any time with prior notice to the Registrant in the event MYNIC receives any official direction from any Malaysian regulatory or Government body.
11. The charges for the registration or renewal of .name.my personal domain name may be accessed through MYNIC web site address <http://www.mynic.net.my> or such other address which may be notified by MYNIC from time to time whenever it is necessary.

III) Other General Rules

1. In choosing the 3rd level domain name, the following criteria must be complied:

- 1.1 Registration is on a 'first come first served' basis. Therefore, domain names must not:-

- 1.1.1 already have been registered to another applicant; or

- 1.1.2 be the subject of an application currently under consideration by MYNIC.

Doing a search on the MYNIC Domain Name Lookup facility will reveal if the chosen domain name is available.

- 1.2 The domain name must conform to certain alphanumeric conventions:

- 1.2.1 It must contain at least 1 character, but no more than 40 characters; and

- 1.2.2 The characters may comprise the 26 letters [a-z] of the Roman alphabet, the 10 digits [0-9] and the character "-" (hyphen or dash). However, the character "-" (hyphen or dash) can only be used as a separating element. It cannot be used as an initial or final character in a label.

- 1.2.3 Registrants are not allowed to use other separating elements such as "_" (underscore), "&" (ampersand), "/" (oblique or slash), "." (dot or period), and " " (white space).

1.2.4 The domain name must contain only lower case characters because the domain name system is case insensitive.

2. Please also note the following prohibitions. Domain names must not:

- 2.1 by themselves contain country or state names or well-known names such as "Malaysia", "Malacca", "Johore", etc, or the Bahasa Malaysia equivalents such as "Melaka", "Johor", etc. These domain names may only be applied by the relevant State Authority, or persons who have been duly authorised by the relevant State authority. All applications and/or letters of authorisation must originate from the State Secretary's (Setiausaha Kerajaan Negeri) Office of the relevant State.
- 2.2 by themselves contain words in either English or Bahasa Malaysia, that are sensitive to the main religions in Malaysia such as "Islam", "Buddha", "Hindu", "Christianity", etc.
- 2.3 by themselves or as part of a label, be obscene, scandalous, indecent, offensive or contrary to Malaysian public norms.
- 2.4 by themselves or as part of a label, contain the words "bank" or "finance company" (or any derivative of the words in any language). Only parties who have the written consent of the Minister of Finance (MOF) pursuant to Section 15 of the Banking and Financial Institutions Act 1989 (BAFIA) may apply for these domain names.

3. MYNIC is the sole arbiter of such names violating these rules.

For avoidance of doubt, MYNIC shall be entitled to change any term in this MYNIC Rules for Registration of Personal Domain Name in its sole discretion at any time provided MYNIC notifies Registrants of such amendments via its website.

This document is subject to change by MYNIC from time to time without any prior written notice.

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Agreement for Registration of Domain Name

IMPORTANT: Before submitting the Domain Name Registration Form to domreg@mynic.net.my and/or renewing the registration of a .my domain name, you (hereinafter referred to as the “Registrant”) are requested to read this Agreement and MYNIC’s applicable rules, policies and procedures, including but not limited to the Fees Schedule, Supporting Documents and MYNIC’s domain name dispute resolution policies and rules.

This Agreement sets forth the terms and conditions which govern the registration and/or renewal of the registration of a .my domain name. This Agreement is to be read together with MYNIC’s applicable rules, policies and procedures, including but not limited to the Fees Schedule, Supporting Documents and MYNIC’s domain name dispute resolution policies and rules, as amended and supplemented by MYNIC from time to time.

By submitting the Domain Name Registration Form to domreg@mynic.net.my and/or registering/using the .my domain name, the Registrant confirms that the Registrant has read, understood, accepted and agreed to be bound by all the terms and conditions of this Agreement and MYNIC’s applicable rules, policies and procedures, as amended and supplemented by MYNIC from time to time.

The Agreement shall come into force on the Registration Date and shall continue in full force during the subsistence of the registration of the domain name.

1. Definitions

For the purposes of this Agreement, the following definitions shall apply:-

- 1.1 “Administrative Contact” means the person stated to be so in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC);
- 1.2 “Billing Contact” means the person stated to be so in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC);
- 1.3 “Fees” means the fees detailed in the Fees Schedule, including the registration fee and renewal fee and such other fees as may be imposed by MYNIC from time to time;
- 1.4 “Fees Schedule” means the schedule outlining the Fees and other charges payable by the Registrant, as may be varied by MYNIC from time to time;

- 1.5 “MYNIC” or “Malaysian Network Information Centre” means MIMOS Berhad (336183-H);
- 1.6 “Registrant” means the person that has applied for the domain name, as stated in the application form and/or an existing registrant who maintains the registration of a domain name with MYNIC;
- 1.7 “Registration Date” means the date the domain name is registered by MYNIC; and
- 1.8 “Technical Contact” means the person stated to be so in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC).

2. The Registrant agrees:

- 2.1 that registration of domain names is on a ‘first come, first served’ basis;
- 2.2 to ensure timely payment of the Fees;
- 2.3 to the disclosure of the Registration Date and the information provided by the Registrant to MYNIC in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC) from time to time, such as the relevant domain name, the Registrant’s name, telephone number, facsimile number, e-mail address and other contact persons’ details, by MYNIC in a publicly accessible database;
- 2.4 that the Registrant does not own the registered domain name;
- 2.5 to provide and to keep MYNIC updated with complete, correct and accurate information at all times;
- 2.6 that it is not the duty nor responsibility of MYNIC to screen requested domain names to determine whether the Registrant is entitled to register or have any rights in the domain name or whether the domain name may infringe upon the right(s) of a third party;
- 2.7 to be bound by MYNIC’s relevant applicable domain name dispute resolution policies in resolving any dispute between parties initiated in accordance with the then current version of the same found at <http://www.mynic.net.my/mydrp/> over the rights to register and use the domain name;
- 2.8 that any dispute between parties over the rights to use a registered domain name is to be resolved by the contending parties without making MYNIC a

party to the same, whether initiated in accordance with MYNIC's relevant applicable domain name dispute resolution policies or otherwise; and

2.9 that MYNIC does not act as an arbiter of disputes.

3. The Registrant represents and warrants that:

- 3.1 the Registrant is a person who qualifies to register the domain name as stated in the Supporting Documents;
- 3.2 it is the sole responsibility of the Registrant to ensure the suitability of the persons to act as the Administrative Contact, Billing Contact and Technical Contact as stated in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC) from time to time;
- 3.3 the domain name applied for does not infringe any registered or unregistered trademark or any other intellectual property rights of a third party;
- 3.4 all information in the application form submitted to MYNIC is complete, correct and accurate;
- 3.5 the domain name applied for is in no event scandalous, indecent, obscene or offensive, whether directly or indirectly;
- 3.6 the registration or use of the domain name is not for any illegal and/or unlawful purposes, and does not infringe the rights of any party; and
- 3.7 the domain name applied for is valid and in compliance with all relevant applicable laws.

4. Fees and Invoices

- 4.1 All Fees related to the domain name are as per the Fees Schedule.
- 4.2 All Fees are non-refundable.
- 4.3 All invoices will be sent to the Billing Contact, who receives it on behalf of the Registrant, and in such manner (whether by post, fax or e-mail) as stated in the application form or in any notice communicated to MYNIC by the Registrant (in accordance with the procedures prescribed by MYNIC) from time to time.
- 4.4 If payment is not made within the time stipulated in the Fees Schedule, MYNIC may,

- 4.4.1 suspend the domain name of the Registrant and the Registrant shall pay additional charges for reinstatement of the domain name; and/or
- 4.4.2 delete the domain name of the Registrant and at MYNIC's sole right and discretion, make available to the public the deleted domain name. In the event the Registrant wishes to register for the deleted domain name, the Registrant shall submit a new application.
- 4.5 MYNIC shall be entitled to impose reasonable late payment charges on any late payment of the Fees.

5. MYNIC:

- 5.1 reserves the right to reject any application for a domain name to be registered without giving any reason therefor;
- 5.2 shall not be responsible for any content associated with or any use connected to the domain name of the Registrant;
- 5.3 shall not be responsible for the use of any domain name which infringes any trademark, registered or unregistered, or any rights to the name forming the domain name in any other context;
- 5.4 reserves the right to suspend or delete the domain name and terminate the Agreement at any time with prior notice to the Registrant in the event --
 - 5.4.1. the Fees are not paid pursuant to section 4.4;
 - 5.4.2. MYNIC finds any of the information supplied to MYNIC by the Registrant, Administrative Contact, Billing Contact or Technical Contact to be incomplete, incorrect or inaccurate; or
 - 5.4.3. the Registrant breaches any of the terms and conditions of this Agreement;
- 5.5 reserves the right to delete or transfer the domain name and terminate the Agreement at any time without prior notice, in complying with a decision made in accordance with MYNIC's relevant applicable domain name dispute resolution policies, the Arbitration Act 1952 or the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration, or a court order in Malaysia, as the case may be; and
- 5.6 reserves the right to make available to the public the domain name upon its deletion.

6. Termination by the Registrant

The Registrant may terminate this Agreement with MYNIC by submitting the relevant current application form, for the transfer or deletion of the domain name (in accordance with the procedures prescribed by MYNIC).

7. Disclaimer

- 7.1 The Registrant agrees that MYNIC will not be liable for any damage, liability, loss, costs, charges and expenses due to or related to registration of, application of, deletion of, suspension of, transfer of, reverse transfer of and/or use of Registrant's domain name, or for interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind (including loss of profits) regardless of the form of actions, cause of actions, suits, claims and demands whether in contract, tort (including negligence), or otherwise, even if MYNIC has been advised of the possibility of such damages. Notwithstanding the foregoing, in the event MYNIC is found to be liable under this Agreement, in no event shall MYNIC's aggregate liability under the terms and conditions of this Agreement or otherwise (including negligence) exceed the cumulative total of the Fees paid by the Registrant.
- 7.2 The Registrant agrees that all conditions and warranties which would otherwise be implied into this Agreement are hereby excluded to the fullest extent permissible by law.

8. Indemnity

The Registrant agrees to indemnify and hold and save harmless MYNIC, against any and all actions, causes of action, suits, claims and demands of any nature or kind as well as from and against any and all damages, liabilities, losses, costs, charges and expenses including reasonable legal fees resulting from the Registrant's breach of the terms and conditions of this Agreement, registration of, application of, transfer of and/or use of the domain name.

9. Assignment

The Registrant consents to MYNIC assigning all rights and obligations of MYNIC contained herein if the assignee agrees to be bound by or assume the obligations imposed on MYNIC herein. The Registrant shall not assign the rights and obligations of the Registrant contained herein to any party.

10. Notice

Unless stated otherwise in this Agreement, any notice in relation to the Agreement herein shall be deemed to be served if delivered by hand, sent by Registered Post, fax or e-mail; to the party to whom it is given at its last known postal address, fax number or e-mail address. The notice will be effective if –

10.1 delivered by hand, upon written acknowledgement of receipt by the receiving party or its duly authorized employee, representative or agent; or

10.2 sent by Registered Post, on the fifth (5th) day after posting; or

10.3 sent by fax or e-mail, upon the transmitting equipment confirming dispatch of the notice as evidenced by the records of the transmitting equipment.

11. Amendment

The terms and conditions herein are subject to change from time to time by MYNIC without any prior written notice, except where otherwise specified, to the Registrant and the revised terms and conditions shall bind the Registrant from the date such change is effected.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Registrant and MYNIC submit to the exclusive jurisdiction of the courts of Malaysia.

13. Miscellaneous

13.1 Non-Waiver. No failure or delay on the part of any party in exercising nor any omission to exercise any right, power, privilege or remedy under this Agreement upon any default on the part of the other party shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any party in respect of any default, affect or impair any right, power, privilege or remedy of the other party in respect of any other or subsequent default.

13.2 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof

and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

13.3 Entire Agreement. This Agreement (including MYNIC's applicable rules, policies and procedures), as amended and supplemented by MYNIC from time to time, contains the entire understanding between the Registrant and MYNIC with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written made between the parties hereto.

This document is subject to change by MYNIC from time to time without any prior written notice.

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APPENDIX D:

Choosing a Domain Name

Please note that before you apply for a domain name registration under .my, you must meet MYNIC criteria. For individuals applying for personal domain names, please refer to [FAQ - About Personal Domain Names](#). For organisations, your organisation must have a presence in the manner stated in the [Supporting Documents](#).

For basic information on domain names, please refer to the [FAQ – About Domain Names](#).

Top-level domain

MYNIC administers the .my top level domain. However, MYNIC only registers third level domain names (*please refer below*). Therefore, MYNIC does not register other forms of domain names such as:

www.abc.com.my
abc.bcd.com.my
abc.my

Second-level domain

These are the second-level domains available for registration:

- com.my For commercial organisations/activities
- net.my For network-related organisations/activities
- org.my For organisations/activities which do not qualify for other categories
- edu.my For Malaysian educational organisations only
- gov.my For Malaysian government organisations only
- mil.my For Malaysian military organisations only
- name.my For Malaysian individual's personal use only

Except for the **.gov.my**, **.edu.my** and **.mil.my** domain names which have special requirements, it is your responsibility to select the most appropriate second level domain name.

For organisations considering .com.my/.net.my/.org.my domain names, your choice of second-level domain name should closely match or best reflect your

organisation's area of interest/activities. This is an attempt to avoid confusion in cyberspace, as Internet users often assume some implied correlation with the second level domain name used.

MYNIC does not check for the suitability or appropriateness of the domain name chosen by the Registrant.

Third-level domain

It is this third level domain name that you register with MYNIC. These are examples of third level domain names:

abc.com.my

abc.org.my

a-b-c.net.my

It is up to you to choose the third level domain name.

For organisations, you may use your name, brand name, product name, trademarked name, licensed name or other types of name.

For individuals, the .name.my personal domain name should reflect and/or represent your name/identity which includes your full or legal name (as per identity card), variations of your name, nickname, stage name, pseudonym and others. For details, please refer to [Rules on Registration of Personal Domain Name](#).

MYNIC does not check for the suitability or appropriateness of the domain name chosen by the Registrant.

In choosing the 3rd level domain name, the following criteria must be complied:

- Registration is on a 'first come first served' basis. Therefore, domain names must not.
 - already have been registered to another applicant or
 - be the subject of an application currently under consideration by MYNIC.

Doing a search using the MYNIC [Whois Service](#) will reveal if your chosen domain name is available.

- Your domain name must conform to certain alphanumeric conventions:

- it must contain at least 1 character, but no more than 40 characters.
For example:

a.com.my

abcabcabcabc.org.my

- The characters may comprise the 26 letters [a-z] of the Roman alphabet, the 10 digits [0-9] and the character "-" (hyphen or dash).
For example:

companyname.net.my

organisationname123.gov.my

organisationname-123.edu.my

However, the character "-" (hyphen or dash) can only be used as a separating element. It cannot be used as an initial or final character in a label.

- You are not allowed to use other separating elements such as "_" (underscore), "&" (ampersand), "/" (oblique or slash), "." (dot or period), and " " (white space).
- Your domain name must contain only lower case characters because the domain name system is case insensitive.

Note the following prohibitions. Domain names must not:

- By themselves contain country or state names or well-known names such as "Malaysia", "Malacca", "Johore", etc, or the Bahasa Malaysia equivalents such as "Melaka", "Johor", etc.
 - These domain names may only be applied by the relevant State authority, or persons who have been duly authorised by the relevant State authority. All applications and/or letters of authorisation must originate from the State Secretary's (Setiausaha Kerajaan Negeri) Office of the relevant State.
- By themselves contain words in either English or Bahasa Malaysia, that are sensitive to the main religions in Malaysia such as "Islam", "Buddha", "Hindu", "Christianity", etc.
- By themselves or as part of a label, be obscene, scandalous, indecent, offensive or contrary to Malaysian public norms.
- By themselves or as part of a label, contain the words "bank" or "finance"

company" (or any derivative of the words in any language). Only parties who have the written consent of the Minister of Finance (MOF) pursuant to Section 15 of the Banking and Financial Institutions Act 1989 (BAFIA) may apply for these domain names.

MYNIC is the sole arbiter of domain names choice violations. However, as far as third party rights are concerned, it is not MYNIC's duty nor responsibility to screen requested domain names to determine whether the use of a domain name by a Registrant may infringe upon the right(s) of a third party.

By applying for the domain name, the applicant certifies that, to his or her knowledge, the use of this name does not violate Malaysian trademarks, intellectual property, or other laws, and that the domain name is not being registered for any activities not permitted under any law of Malaysia.

Any disputes between parties over the rights to use a particular name are to be settled between the contending parties using normal legal methods. MYNIC does not act as arbiter of disputes.

For trademark related domain name disputes, these are governed by MYNIC's Domain Name Dispute Resolution Policy (MYDRP). Please [click here](#) for the FAQ on MYDRP.

This document is subject to change by MYNIC from time to time without any prior written notice.

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APPENDIX E

Transfer of Domain Names

TRANSFER OF DOMAIN NAME

