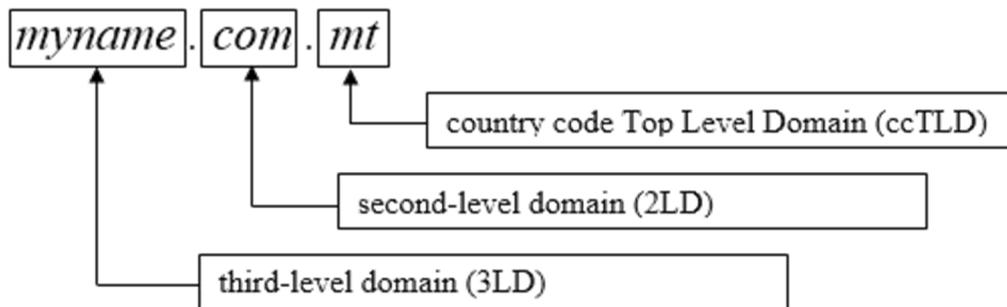


## Domain Name Registration Policy

### 1. Definitions

"**domain name**" is a string that identifies a realm of administrative autonomy, authority or control within the Internet. The domain name has a number of labels at different levels as shown in Figure 1. The rightmost label is the Top Level Domain (TLD). In the case of the .mt domain name space the TLD is a country code TLD (ccTLD). The next label moving to the left is the second level domain (2LD). Similarly the next label to the left (if it exists) is the third level domain (3LD).



**Figure 1**

"**2LD**" is an abbreviation of "second-level domain".

"**3LD**" is an abbreviation of "third-level domain".

"**Registered Label**" shall refer to the left-most label in the registered domain name. E.g. the Registered Label of *myname.com.mt* is *myname*.

"**Legal Entity**" shall refer to any natural person, or any legal person created and recognised as such under national law, European Union law or international law, which has legal personality and which may, acting in its own name, exercise rights and be subject to obligations.

"**Holder**" shall refer to the registrant of a domain name, that is, the legal entity who has been granted the right to use the domain by NIC(Malta) and who accepts all associated legal consequences.

"**Legacy date**" shall refer to 1 June 2016 at 00:01 Hours, which coincides with the commencement of the consultation period on 2LD name registration under .mt in addition to the continued use of legacy 3LD names.

"**Launch date**" shall refer to 1 December 2017 at 00:01 Hours, which is the date when 2LD name registration under .mt was launched under the revised Domain Name Registration Policy.

"**Cut-off date**" shall refer to 30 November 2020 at 23:59 Hours, unless otherwise specifically extended by a clause within this policy. This is the date following which preferential treatment afforded to Holders of domain names following the introduction of 2LD name registration under .mt expires. This is 3 years from Launch date.

"**Preferential Registration Period**" shall refer to the period of time between the Launch and Cut-off dates.

"**Legacy Holder**" shall refer to a Holder of a duly registered 3LD name on the Legacy date.

"**Legacy 3LD name**" shall refer to a 3LD name which on the Legacy date was duly registered.

"**corresponding 2LD name**" of a 3LD name shall refer to a 2LD name with the same Registered Label as that of the 3LD name, e.g. the corresponding 2LD name of *myname.com.mt* is *myname.mt*.

"**corresponding 3LD name**" of a 2LD name shall refer to a 3LD name with the same Registered Label as that of the 2LD name, e.g. a corresponding 3LD name of *myname.mt* is *myname.com.mt*.

"**blocked domain name**" shall refer to the non-registered 2LD name with the same Registered Label as that of a Legacy 3LD name and which, during the Preferential Registration Period, is blocked from being registered except by the Holder of the corresponding Legacy 3LD name.

"**conflicted domain name**" shall refer to a blocked domain name that is blocked by two or more distinct Holders.

"**main domain name**" shall refer to the domain name for which the Holder is paying a registration fee. If a Holder has more than one domain name with the same Registered Label (e.g. *myname.com.mt* and *myname.org.mt*), then the main domain name shall refer to any one of these names.

"**paired domain name**" shall refer to the domain name which the Holder has registered and for which no registration fees are due during the Preferential Registration Period. The paired domain name is the corresponding 2LD or 3LD name, as the case may be, of the Holder's main domain name.

"**prohibited domain name**" shall refer to a domain name which is not allowed to be registered under this policy.

## **2. Applicability**

2.1 The clauses contained within this Policy document form an integral part of the Terms and Conditions regulating the registration of Domain Names in the .mt domain name space. The provisions of this Policy shall take precedence over the Terms and Conditions in cases of conflict between the two documents.

## **3. Structure of the .mt Domain Name Space**

3.1 Registration of new domain names may be made at the second level (e.g. *myname.mt*) or at the third level (e.g. *myname.com.mt*)

3.2 Third level domain (3LD) name registrations must be made under one of the following second level domain (2LD) names:

2LD	Prospective Holder (Registrant) must
<i>com.mt</i>	operate on a commercial basis e.g. <i>limited liability companies</i>
<i>org.mt</i>	operate on a non-profit basis e.g. <i>charities, foundations</i>
<i>net.mt</i>	be a provider of Internet related network services e.g. <i>ISPs</i>
<i>edu.mt</i>	be an education institution recognized by Ministry of Education in Malta
<i>gov.mt</i>	be a Government of Malta entity

3.3 3LD name registrations under gov.mt are delegated to the Government of Malta.

3.4 NIC(Malta) reserves the right to add additional 2LD names (under which 3LD names may be registered) to the list given in Clause 3.2 or to amend this list in the future.

#### 4. Eligibility Criteria

4.1 To register a 3LD name (e.g. *myname.com.mt*), the prospective Holder must be the legal entity that will be using the domain name and is required to declare the right to use the Registered Label of the domain name (e.g. *myname*) as a Full Trade Mark or Trade or Business Name in accordance with Maltese Law.

4.2 To register a 2LD name (e.g. *myname.mt*), the prospective Holder must be the legal entity that will be using the domain name. Furthermore, the Holder promises that

(1) by registering and/or using the domain name in any way, the Holder will not infringe intellectual property rights and other third party rights;

(2) the Holder is entitled to register the domain name;

(3) the Holder will not use the domain name for any unlawful purposes.

4.3 There is no requirement for the Holder to be established in Malta.

4.4 The following domain names are not allowed to be registered at any level under this policy: *mil; mt; co; myname; malta; registry; dnssec; dns; ns; whois; domain; domains*. These are referred to as *prohibited domain names*.

4.5 NIC(Malta) reserves the right to amend, from time to time, the list of prohibited domain names at its full discretion.

4.6 The list of 2LD names provided in Appendix A have been registered prior to the enactment of this new policy allowing direct 2LD name registration.

#### 5. Preferential Registration Period

5.1 The Preferential Registration Period runs between the Launch and Cut-off dates. This period is being introduced in order to facilitate the introduction of 2LD name registration in the .mt name space.

5.2 All current Holders of duly registered 3LD names as on the Legacy date (referred to as *Legacy Holders of Legacy 3LD names*) will automatically have the corresponding 2LD name blocked for a period of 3 years from Launch date (i.e. up to the Cut-off date) free of charge, provided that the Legacy Holder continues to renew the corresponding legacy 3LD name during this period. A blocked domain name is not an active domain name. No one, except the corresponding Legacy Holder, can register a blocked domain name. E.g. the Holder of *myname.com.mt* as on the Legacy date will have *myname.mt* automatically blocked up to the Cut-off date. For the avoidance of doubt, Holders of Legacy 3LD names having the Registered Label com, org, net, edu or gov shall not have their corresponding 2LD name blocked and shall not be entitled to register this.

5.3 A domain name conflict is said to exist if two or more distinct Legacy Holders are blocking the same 2LD name. E.g. the Legacy Holders of *myname.org.mt* and *myname.com.mt* both block *myname.mt*. In this case *myname.mt* is said to be a conflicted domain name. For the avoidance of doubt, domain names which are registered to the same Legacy Holder shall not give rise to a conflict.

5.4 The Legacy Holder of a Legacy 3LD name has up to the Cut-off date to register the corresponding non-conflicted 2LD name. Registration of the corresponding 2LD name during this period is free of charge and can be continued to be renewed, if desired, free of charge up to the Cut-off date provided that the Holder continues to pay the standard renewal fees corresponding to the legacy 3LD name. The legacy 3LD name in this case shall be referred to as the Holder's *main domain name*, whereas the corresponding 2LD name shall be referred to as the Holder's *paired domain name*.

5.5 A Legacy Holder of a 3LD name stops blocking the corresponding 2LD name if

- (1) the blocked 2LD name is not in conflict and is not registered by its Legacy Holder before the Cut-off date; or
- (2) the Legacy Holder submits in writing to NIC(Malta) that he/she no longer wants to block the 2LD name and is releasing the blocked 2LD name so that it can be registered by anyone; or
- (3) the registration of the corresponding legacy 3LD name is terminated in terms of Clause 13 of the Terms and Conditions.

5.6 A conflicted 2LD name will remain blocked (and in conflict) indefinitely as long as there are two or more Legacy Holders that are still blocking it.

5.7 The website *conflict.nic.org.mt* may be used to determine whether a domain name is *available* to be registered; or is already *registered*; or whether it is *blocked* or *conflicted*. A domain name may also be indicated as being *prohibited* as per Clause 4.4. Contact details of the Holder or the Administrative Agent are also made available through the *whois* service. These contact details may be used to contact the Holder or the relative Administrative Agent of conflicting 2LD names to resolve the conflict.

5.8 In the case of conflicted 2LD names, if at any time only a single Legacy Holder remains blocking the name, then the 2LD name no longer remains in conflict and the remaining Legacy Holder is free to register the corresponding 2LD name. NIC(Malta) will inform the remaining Holder by e-mail that the 2LD name is no longer in conflict. In this case Clause 5.4 shall apply with the exception that the cut-off date is the later of 30 November 2020 or one year following the date that the domain name becomes non-conflicted.

5.9 A Holder of a 3LD name who has registered the domain name after the Legacy date but before the Launch date may fall into one of the following categories:

(1) If the corresponding 2LD name is blocked by a Legacy Holder and remained so till the Launch Date, then the Holder will have no rights over the corresponding 2LD name and shall be considered as a Holder who has registered the domain name after the Launch Date; or

(2) If the corresponding 2LD name is not blocked by some other Holder, then the Holder shall, as far as all other clauses in Section 5 are concerned, be considered also a Legacy Holder; or

(3) If the Registered Label is also registered by another Holder in the period between the Legacy and Launch dates and the corresponding 2LD name is not blocked by some other Legacy Holder then the corresponding 2LD name is said to be in conflict and as far as all other clauses in Section 5 are concerned, the Holder shall be considered also a Legacy Holder.

5.10 Holders of 3LD names who are also NIC(Malta) Board Members, or Members of NIC(Malta) Executive Committee or Consultants to NIC(Malta) or employees of NIC(Malta) and/or the IT Services of the University of Malta who have been in any way involved in the drafting of this Domain Name Registration policy will only be considered Legacy Holders for domain names registered before 17th December 2014<sup>1</sup>. These Holders may also be considered as Legacy Holders of a 3LD name registered between 17th December 2014 and the Launch date if the corresponding 2LD name does not conflict with that of any other Holder.

5.11 When registering new 2LD names during the Preferential Registration Period, Holders may also opt to register, for free, one corresponding 3LD name satisfying Clause 3.2, if this is available for registration. The Holder can also continue to renew this 3LD name free of charge up to the Cut-off date. The new 2LD name in this case shall be referred to as the Holder's *main domain name*, whereas the corresponding 3LD name shall be referred to as the Holder's *paired domain name*. For the avoidance of doubt, should the Holder opt not to register the corresponding 3LD name, then this name remains freely available to be registered by third parties.

5.12 If during the Preferential Registration Period both the main and paired domain names are transferred to another Holder, then all rights and obligations with respect to both these domain names pertaining to the original Holder are transferred to the new Holder.

5.13 If during the Preferential Registration Period a Legacy 3LD name, which has its corresponding 2LD name still blocked, is transferred to another Holder, then all rights and obligations pertaining to this Legacy 3LD name are transferred to the new Holder.

5.14 If during the Preferential Registration Period the main or paired domain name (but not both) is transferred to a different Holder, or these are both transferred to two different Holders, then the Preferential Registration Period

ceases to apply to any of these domain names. For the avoidance of doubt, standard renewal fees will apply as from the transfer date for all relative domain names by both the original Holder and/or new Holders irrespective of the rights granted to the original Holder by clauses in Section 5.

5.15 For the avoidance of doubt, standard registration fees apply for the registration of any domain name beyond the Cut-off date. Pro-rata rates will apply if the renewal date is before the Cut-off date but the renewal period exceeds the Cut-off date.

5.16 During the Preferential Registration Period, a Holder may opt not to renew the main domain name. In this case, standard renewal fees shall apply to the paired domain name and the main domain name becomes available for registration by third parties. Standard renewal fees shall become effective from the expiry date of the main domain name.

5.17 In cases where the Legacy Holder has, on Legacy Date, more than one main domain name with the same Registered Label (e.g. *myname.com.mt* and *myname.net.mt*), the following provisions shall also be applicable notwithstanding the applicability of all the clauses in Section 5:

(i) The term 'main domain name' in Clause 5.4 shall refer to any one of these names held by the same Legacy Holder with the same Registered Label;

(ii) Clause 5.12 shall only be applicable if all domain names with the same Registered Label are transferred to another Holder.

(iii) Clause 5.14 shall only be applicable if the Legacy Holder transfers all of the domain names or the paired domain name.

(iv) The standard renewal fees as stipulated in Clause 5.16 shall only apply to the paired domain name if the Holder opts not to renew all such domains.

## *6. Other Conditions*

6.1 NIC(Malta) shall not register any domain name which is identical to an already registered domain name or which is blocked or in conflict or prohibited.

6.2 Holders of 2LD names are not permitted to sell, or otherwise make available, third level registrations under their registered name to other legal entities. Provided that an entity may make its 2LD name available to its holding, subsidiary, parent or sister company or to an entity which forms part of its corporate structure.

6.3 Standard registration and renewal fees for domain name registration in the .mt domain name space are published at [www.nic.org.mt](http://www.nic.org.mt). NIC(Malta) reserves the right to amend these fees from time to time.

### *Appendix A: List of 2LD names already registered*

Entity Already registered	2LD name
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University of Malta	unimt.mt
Government of Malta	mygov.mt
Parlament ta Malta	parlament.mt parliament.mt
Government of Malta	chogm2015.mt
Government of Malta	eu2017.mt
Government of Malta	ema.mt

*Notes:*

<sup>1</sup> This is the date when NIC(Malta) decided to start formulating a policy that allows 2LD name registration in the *.mt* name space.