



.MY Domain Name Dispute Resolution Policy

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.myNIC

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1. Introduction And Purpose

- 1.1 MYNIC Berhad (i.e. Malaysian Network Information Centre) is the Registry for the top-level Malaysian Internet Domain, “.MY”, whose core business is the registration of domain names, administration, and technical operation of the national domain registry as well as promoting the positive development of the Domain Name System (‘DNS’) in Malaysia.
- 1.2 The purpose of the Policy is to provide simple, fast, and affordable resolution of .MY Domain Name disputes and to protect the Intellectual Property rights of an entity or an individual. The .MY Domain Name Dispute Resolution Policy (“MYDRP”) governs the terms of resolving a dispute between the Respondent of a .MY Domain Name and the Complainant over the Respondent’s registration and/or use of a Domain Name.
- 1.3 The Policy is incorporated by reference into the Registrant Agreement. It sets out the terms and conditions governing the dispute resolution between the Registrant and any party other than MYNIC over the registration and use of the .MY Domain Name.
- 1.4 The Policy also explains the criteria in which the complainant must prove to claim the Domain Name from the existing Registrant. The Rules, on the other hand, outline the actual process for filing and responding to a complaint. The registration of any Domain Name(s) shall be subject to transfer or deletion pursuant to the panel’s decision under the MYDRP.
- 1.5 This Policy applies to all .MY domain name registration and must be complied with by both Registrars and Registrants including but not limited to all other policies that are made available on MYNIC’s official website.

2. Definition of Terms

No.	Term	Definition
2.1	AIAC	Asian International Arbitration Centre
2.2	Complainant	Means the Party (including its duly authorized representative, if any) which initiates a Proceeding against the Respondent to challenge the Respondent’s registration or use of the domain name
2.3	MYDRP	.MY Domain Name Dispute Resolution Policy
2.4	Registry	Refers to MYNIC Berhad (i.e. Malaysian Network Information Centre)
2.5	Registrar	Refers to MYNIC Berhad’s accredited Registrar

No.	Term	Definition
2.6	Registrant	Refers to an individual or entity who registers a domain name with the respective Registrar
2.7	Respondent	Means the Party (including its duly authorized representative) which has registered a domain name and against which a Complaint is filed by the Complainant
2.8	SNDRP	.MY Sensitive Name Dispute Resolution Policy

3. General Principles

- 3.1 This Policy is developed in relation to the .MY Domain Name Policy. As and when required, the Policy shall be updated accordingly to reflect any changes in either internal or external circumstances to avoid conflicts or inconsistencies.
- 3.2 This Policy shall be reviewed in its entirety on an annual basis or as and when required to ensure its contents' continued relevance and appropriateness.
- 3.3 The .MY Domain Name Dispute Resolution Policy contains proprietary information about MYNIC. As such, any information contained herein shall not be reproduced and/or disclosed under any circumstances without the express written permission of MYNIC.

4. The Dispute

- 4.1 A domain name dispute means a dispute between the Registrant of a ".MY" domain name and a third party over the registration and/or use of a .MY domain name. The AIAC are the dispute resolution providers for administering .MY domain name disputes.
- 4.2 The dispute resolution proceeding is governed, administered, and conducted in accordance with the following:
 - 4.2.1 .MY Domain Name Dispute Resolution Policy;
 - 4.2.2 Rules for .MY Domain Name Dispute Resolution; and
 - 4.2.3 Asian International Arbitration Centre (AIAC) Supplemental Rules to .MY Domain Name Dispute Resolution Policy (annexed Schedule of Fees).

5. Negotiation Between the Parties

- 5.1 The Registrant and the Complainant are encouraged to explore the possibility of having the Domain Name dispute settled through negotiation, mediation, conciliation, or any other alternative dispute resolution process before commencing a proceeding.

6. MYNIC Right of Exclusion In Disputes

- 6.1 MYNIC shall not participate in any dispute between the Registrant and any other parties regarding the registration and/or use of the Domain Name. The Registrant shall not name MYNIC as one of the parties in the proceeding. If MYNIC is named as a party in the proceeding, MYNIC reserves the right to raise any defences and/or take any action to defend itself prior to the commencement of any proceeding.

7. The Dispute Resolution Proceeding

- 7.1 MYNIC has appointed AIAC to facilitate the .MY Domain Name disputes. AIAC seeks to accommodate a simple and effective framework for the resolution of .MY Domain Name disputes through the Domain Name Dispute Resolution mechanism.
- 7.2 The Complainant may initiate the dispute resolution proceeding by filing a complaint with the AIAC in respect of more than one Domain Name wherein the Domain Name is registered in the name of the same Registrant. AIAC shall administer the entire dispute resolution proceeding.
- 7.3 In filing a complaint, the Complainant must establish all two (2) elements as follows:-
- 7.3.1 the manner in which the Domain Name(s) is/are identical/confusingly similar to a trademark or service mark in which the Complainant has rights; and
 - 7.3.2 the Registrant's Domain Name(s) has been registered or is being used in bad faith.
- 7.4 For paragraph 7.3.2 above, evidence of the registration and/or use of the Domain Name in bad faith may include, among others, the following circumstances: -
- 7.4.1 the Registrant registered and/or using the Domain Name mainly to sell, rent, or transfer the Domain Name for profit purposes to the Complainant, its competitor or the owner of a name, trademark or service mark; or

- 7.4.2 the Registrant registered and/or using the Domain Name to prevent the owner of a trademark or service mark from using the Domain Name which is identical or confusingly similar with its trademark or service mark; or
- 7.4.3 the Registrant registered and/or using the Domain Name to disrupt the business of the Complainant; or
- 7.4.4 the Registrant registered and/or using the Domain Name for the purposes of and with the intention to attract or divert (for commercial gain) Internet users:
 - 7.4.4.1 to the Registrant's web site;
 - 7.4.4.2 to a web site of the Complainant's competitor; or
 - 7.4.4.3 to any other web site and/or online redirection

by creating a possibility of confusion or deception that the web site and/or online redirection is operated or authorized by or otherwise connected with the Complainant and/or its trademark or service mark.

- 7.5 The Registrant may prove that the registration and/or use of the Domain Name was not in bad faith by establishing, among others, that the Registrant has rights or legitimate interests in the Domain Name.
- 7.6 The evidence of the Registrant rights or legitimate interests in the Domain Name may include, among others, the following circumstances: -
 - 7.6.1 the Registrant had been using or prepared to use the Domain Name in relation to a genuine offering of goods or services before the filing date of the Complainant's complaint; or
 - 7.6.2 the Registrant is commonly known by the Domain Name although the Registrant has not acquired any trademark or service mark rights in the same; or
 - 7.6.3 the Registrant is using the Domain Name for legitimate, non-commercial and/or fair purposes and has no intention of using the same for profits or to deceive the public.

If the Registrant and/or Respondent can establish any one of the above in Paragraph 7.6 to the satisfaction of the panelist appointed by AIAC, the domain name will remain with the Registrant and/or Respondent.

7.7 At all material times, the Registrant agrees that MYNIC will not be responsible or liable for any damages or losses which the Registrant, Complainant, or any other third party may suffer as a direct or indirect result of any act, omission, or negligence on MYNIC or AIAC and its employees based on the decision of the Panel.

7.8 The Complainant may only request for one of the following remedies: -

7.8.1 Transfer the registration of the Domain Name to the Complainant; or

7.8.2 Delete the registration of the Domain Name

In doing so, the Complainant must comply with MYNIC's applicable procedures, the Policy and Rules (in Paragraph 4.2) and all other relevant applicable laws.

7.9 Besides the remedies stated in Paragraph 7.8 above, no other remedies are available for the Complainant. The Panelists appointed by AIAC shall not grant, and the Complainant shall not request any other remedy or relief such as an award of damages or a payment of compensation.

7.10 AIAC shall inform MYNIC and the Parties of the panel's decision within three (3) working days upon receiving the decision from the Panel. The panel's decision will be enforced by MYNIC accordingly upon the expiry of ten (10) working days from the date MYNIC being informed of the decision (unless the dispute is referred to the Malaysian Court as per Paragraph 7.12).

7.11 If either Party is not satisfied with the decision of the Panel, they may, by agreement in writing, commence a Court action or any Alternative Dispute Resolution process in respect of the subject matter of the proceeding, and in doing so, the Parties must provide MYNIC and AIAC with official documentation pertaining to the Court action or the Alternative Dispute Resolution process, as the case may be.

The official documentation must be submitted within ten (10) working days from the date AIAC notifies MYNIC of the panel's decision, failing which MYNIC shall implement the panel's decision. Upon receiving the official documentation, MYNIC shall not take any further action until MYNIC receives: -

7.11.1 satisfactory evidence that the Registrant and Complainant have resolved the dispute amicably together with the Registrant instructions to transfer or delete the registration of the Domain Name (as the case may be); or

7.11.2 satisfactory evidence that the Court action or the Alternative Dispute Resolution process (as the case may be) has been withdrawn and/or dismissed; or

7.11.3 within ten (10) working days, a certified true copy of an arbitral award or an Order or Judgment of the highest Malaysian Court.

7.12 The Registrant acknowledges that during the course of any Court action or any other Alternative Dispute Resolution process concerning the Domain Name, should the Registrant fail to renew the registration of the said Domain Name, MYNIC shall have the right to suspend and/or terminate the Domain Name and shall not be liable nor will be required to indemnify the Registrant for any damages and/or losses suffered as a consequence of such suspension and/or termination.

8. Selection of the Provider, initiation of a Proceeding and appointment of the Panel

8.1 The Complainant must select a Provider from our list of approved dispute resolution service providers, which will manage the proceeding (except in situations where proceedings are consolidated). Once the Complainant has done so, it must submit its Complaint to the Provider in accordance with the Policy and Rules as stated in Paragraph 4.2 above.

8.2 The procedures and steps to be taken in a proceeding are explained in the Policy and Rules as stated in Paragraph 4.2 above. It also explains how the Administrative Panel (AIAC), which decides the proceeding is appointed.

9. Consolidation

9.1 Where there is more than one proceeding between the Complainant and Registrant, either Party may petition to have these proceedings consolidated and decided by the same Panel.

9.2 This petition must be brought before the first Panel which was appointed to decide the Proceedings. The Panel has the right and discretion to consolidate any of the proceedings or all of them. However, it may only do so if these proceedings are governed by the same versions of the Policy and Rules stated in Paragraph 4.2 above.

10. Fees

10.1 The Complainant shall bear all the fees (which comprise of the administrative fee and proceeding fee) in relation to a proceeding except where the Registrant choose to have the proceeding decided by a three-member Panel rather than a single member Panel chosen by the Complainant. In such an event, the Registrant shall be liable for half (1/2) of the Fees for the three-member Panel and the remaining half (1/2) shall be borne by the Complainant.

11. Transfer & Deletion of The Domain Name

11.1 MYNIC shall only transfer or delete the registration of the Domain Name under dispute in the following circumstances: -

- 11.1.1 where the Registrant or the duly authorized representative has instructed MYNIC to do so, and such instructions are authorized and in compliance with MYNIC's applicable procedures, Policy, and Rules (in Paragraph 4.2) as well as all other relevant applicable laws;
- 11.1.2 where the Registrant or duly authorised representative has instructed MYNIC to do so according to the decision of a Panel deciding the proceeding that the Domain Name dispute has been resolved amicably and, in such instances, the Registrant is required to provide MYNIC with evidence of the same;
- 11.1.3 where MYNIC is required to do so by an Order or Judgment of the Malaysian Court;
- 11.1.4 where MYNIC is required to do so based on the request of AIAC, upon which MYNIC shall act; accordingly, or
- 11.1.5 where MYNIC is required to do so according to the terms of the Registrant Agreement or pursuant to any other applicable laws.

11.2 The Registrant shall not be allowed to transfer a Domain Name registration to another holder in the following circumstances: -

- 11.2.1 during a pending administrative proceeding or for a period of fifteen (15) working days ("working day" means any day other than a Saturday, Sunday, or public holiday) after the proceeding has been concluded; or
- 11.2.2 during a pending Court proceeding or arbitration commenced regarding the Domain Name, unless the party to whom the Domain Name registration is being transferred, agrees in writing to be bound by the decision of the Court.

12. Sensitive Names

12.1 A Sensitive Name is a Domain Name which contains a word or words in English, Malay or romanised Chinese (including dialects) and Indian dialects, which:

- 12.1.1 are sensitive to the Malaysian public;

- 12.1.2 are obscene, scandalous, indecent, offensive or contrary to Malaysian public norms or policy;
 - 12.1.3 comprise of derivatives and colloquialisms of words that are offensive; and/or consist of pejorative expressions in terms of denotation, connotation, or association.
- 12.2 For the purposes of interpretation of Paragraph 12.1, a Domain Name is considered to be:
- 12.2.1 “obscene” where it relates to a perversion of sex or sexual activities running counter to accepted standards of morals;
 - 12.2.2 “offensive” where it hurts the feelings of groups within society, including but not limited to, where it comprises of derivatives and colloquialisms of words that are offensive, including:
 - 12.2.2.1 derogatory terms referring to people;
 - 12.2.2.2 racial or ethnic slurs;
 - 12.2.2.3 religious slurs;
 - 12.2.2.4 sneering sexual (identity / preference) remarks;
 - 12.2.2.5 undesirable reference towards culture, society or community;
 - 12.2.2.6 vulgar or crude expressions that refer to the anatomy, bodily function, body by-products and gender.
- 12.3 For the purposes of Paragraph 12.1, the Complainant needs to establish that the Domain Name registered and/or used by the Registrant consists of a Sensitive Name.
- 12.4 For the avoidance of doubt, the listings in Paragraphs 12.1 and 12.2 are non-exhaustive and may be supplemented by the Panel from time to time.
- 12.5 The Respondent may prove that the Domain Name registered and/or used by the Registrant does not consist of a Sensitive Name by establishing, amongst others, that:
- 12.5.1 the word(s) making up the Domain Name are widely accepted and used by the Malaysian public;

- 12.5.2 the Respondent have recognised rights and legitimate interests in the Domain Name, e.g. a company or business or trademark registered in Malaysia by that name;
 - 12.5.3 the Domain Name is directly related to the lawful content, goods and/or services provided by the resolving website; and/or
 - 12.5.4 the Domain Name is capable of a double meaning which relates to the lawful content, goods and/or services provided by the resolving website.
- 12.6 The Complainant may only request for the deletion of the registration of the Domain Name, and in doing so, the Complainant must comply with .MY domain applicable procedures, the Policy and Rules as well as all other laws and regulations.
- 12.7 Apart from the remedies stated in Paragraph 12.6 above, no other remedies are available. The Reference Panel shall not grant, and the Complainant shall not request for any other remedy or relief such as an award of damages or a payment of compensation.

13. Notification And Publication

- 13.1 The AIAC Panel's decision on the dispute resolution proceedings will be published in full over the Internet. The Panel may, in exceptional circumstances, edit portions of its decision before the decision is published.

14. Availability Of Court Proceedings Or Other Alternative Dispute Resolution Process

- 14.1 The dispute resolution proceeding requirements outlined in Paragraph 7 above shall not prevent either the Registrant or the Complainant from submitting the dispute to a Malaysian Court for independent resolution.
- 14.2 However, the Registrant and the Complainant shall commence court proceedings regarding the Registrant's Domain Name at any time, regardless of whether the Proceeding has commenced, concluded or otherwise.
- 14.3 During the course of any Court action or any other alternative dispute resolution process concerning the domain name, MYNIC shall reserve its rights to suspend and/or terminate the domain name if the Registrant fail to renew the registration of the said domain name. In this regard, MYNIC shall not be liable nor will be required to indemnify the parties to the proceeding for any damages or losses as a consequence of such suspension and/or termination.

15. No Transfers During A Proceeding

- 15.1 The Registrant is not allowed to transfer the registration of the Domain Name to any third party:-
- 15.1.1 during the course of a proceeding or for a period of twenty-one (21) Working days after the proceeding has ended; or
 - 15.1.2 during a pending Court action or any other proceeding before the MCMC in respect of the Domain Name, unless the Registrant agrees in writing to be bound by the decision of the Court or the MCMC, as the case may be.
- 15.2 For the purposes of Paragraph 15.1(ii) above, the Registrant is required to inform MYNIC of the Court action or proceeding before the Malaysian Communications and Multimedia Commission and provide MYNIC with satisfactory evidence of the said agreement between the transferee and the Registrant to be bound by the decision of the Court or the Malaysian Communications and Multimedia Commission as soon as possible.
- 15.3 Notwithstanding the above, MYNIC reserve the right and discretion to restrict and/or reverse any transfer of the Domain Name which is not in compliance with the Policy and Rules under Paragraph 4.2 as well as other relevant applicable laws.

16. Policy Modifications

- 16.1 MYNIC reserves the right to modify the Policy at any time. MYNIC will post its revised Policy at *mynic.my* at least thirty (30) calendar days before it becomes effective.
- 16.2 Unless the Policy has already been invoked by the submission of a complaint to AIAC in which event the version of the Policy in effect at the time it was invoked will apply to the Registrant until the dispute is over, all such changes will be binding upon the Registrant for any Domain Name registration dispute, whether the dispute arose before, on or after the effective date of the amendments of the Policy.
- 16.3 The revised Policy shall be applicable to the Registrant unless the Domain Name registration is terminated.

17. Review Of Policy

- 17.1 Modification may be necessary, among other reasons, to maintain compliance with laws and regulations and/or accommodate organizational changes within MYNIC. As such, this Policy shall be reviewed in its entirety on an annual basis or as and when required to ensure the continued relevance and appropriateness of its contents