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.myNIC

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1. Introduction and Purpose

- 1.1 MYNIC 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 this Policy is to address the importance of an accredited Registrar for .MY domain name business and to spell out the accreditation requirements from the business, operational and technical perspective. An accredited Registrar refers to an entity that has been certified to act as a Registrar for a specific Top-Level Domain (TLD) upon meeting the minimum qualifying criteria.
- 1.3 The domain name categories includes .MY,.COM.MY, .NET.MY, .ORG.MY, .NAME.MY, .EDU.MY, .GOV.MY, .MIL.MY, .BIZ.MY, .<STATE>.MY, .COOP.MY, .مليسيا as well as any new categories that may be introduced by MYNIC, from time to time.
- 1.4 This Policy applies to all .MY domain names registration and must be complied by both Registrars and Registrants including but not limited to all other policies that are made available in MYNIC official website.

2. Definition of Terms

No.	Term	Definition
2.1	Accreditation	A domain name Registrar must be accredited by a generic top level domain Registry or a country code top-level domain Registry (MYNIC).
2.2	Gaining Registrar	Refers to the registrar who will become the registrar of record after the transfer registrar is complete.
2.3	Registry	Means 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 development of the Domain Name System (‘DNS’) in Malaysia (i.e. MYNIC Berhad).
2.4	Registrant	Means the person or organisation that has applied for the domain name, as stated in the application form or an existing registrant who maintains the registration of a domain name with MYNIC as a domain name holder.
2.5	Registrar	Means the party appointed or accredited by MYNIC to offer Domain Name registration services.
2.6	Privacy Services	Means services provided by the Registrar to protect the personal information of the Registrants by replacing their publicly available WHOIS information with Registrar’s contact details or other generic information.

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 The 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 Registrar Policy contains proprietary information about MYNIC. The Registrar Policy and any of the information contained therein shall not be reproduced and/or disclosed under any circumstances without the express written permission of MYNIC.

4. Overview of a Registrar's Function

- 4.1 A domain name Registrar is an organization that manages the registration of .MY domain name and acts as the intermediary between the Registry Operator and the Registrant. The Registrar may sell the domain name as ala carte and/or as a value-added service package.
- 4.2 The accreditation of the Registrar is vital in promoting and encouraging a consistent standard in delivering .MY services to all the Registrants.

5. Accreditation Criteria for a Registrar

- 5.1 To be eligible as an accredited Registrar of MYNIC, the requirements set forth below must be met. These accreditation requirements shall be amended or modified at the sole discretion of MYNIC from time to time.

5.1.1 General Information

The Applicant is required to provide detailed information as requested by MYNIC to determine if the applicant entity is legally established and has a good standing. Foreign applicant is required to provide accreditation evidence by ICANN as one of their supporting documents.

5.1.2 Technical Capability

The Applicant is required to demonstrate their ability to operate, manage and monitor the registrar's systems as well as providing customer's domain name management service.

5.1.3 Business Capability

The Applicant is required to state their experience on selling and managing domain names especially for applicants with experience is selling other TLDs.

5.1.4 **Financial Capability**

The Applicant must have sufficient financial resources to run the domain name business and has no records of bad debts. Therefore, audited financial statement is required for domestic applicants as proof.

5.1.5 **Organizational Capability**

The Applicant is required to have an adequate level of resources on-hand, or readily available to provide customer support to the registrants.

5.1.6 **Fee & Deposit Amount**

An application fee for the registrar accreditation application will be imposed by MYNIC. For successful applicant, the fee will be credited to the registrar's account. The fee is non-refundable and will act as a processing fee for unsuccessful applicant.

The successful applicant is required to make a minimum deposit amount to be used for the creation of the registrar's account and act as the credit (pre-pay balance) for domain name transactions. A threshold level is set to ensure the registrar's account balance is sufficient for domain registration and renewal.

- 5.2 The Applicant shall provide all the information as requested in MYNIC's Registrar Accreditation Form and provide comprehensive response, detailing all capabilities, attaching supporting documents where applicable.

6. Privacy Services

- 6.1 The Registry acknowledges that the Registrar provides Privacy Services to its registrants, ensuring that such services comply with all applicable policies, legal requirements, and regulatory frameworks governing domain name registration and management.

6.2 Requirements

- 6.2.1 Registrars offering Privacy Services are required to notify MYNIC in writing as well as publish the following information on their websites:
- 6.2.1.1 A designated point of contact for reporting abuse, infringements or any policy violations related to the domain names using Privacy Services.
 - 6.2.1.2 Registrar's contact information such as telephone numbers and email addresses to facilitate communication with MYNIC, Registrants and any affected parties.
 - 6.2.1.3 Terms of services, which includes description of the service; the process for handling WHOIS data, including the conditions under which the data will be disclosed to third parties (e.g., in response to legal requests); and procedures for dealing with requests from legal authorities or for

managing violations or abuses related to the domain names under Privacy Services.

6.3 Responsibility for Domain Name Registrations

6.3.1 Registrars offering these services assume full responsibility for ensuring that all domain names registered under their Privacy Services comply with MYNIC's policies, including but not limited to the Acceptable Use & Abuse Policy, Data Protection Policy and the Numbering Electronic Addressing Plan (NEAP).

6.3.2 Where any of the domain names are found to be in breach of 6.3.1 above, the Registrars must respond promptly to the written instructions from MYNIC.

6.3.3 Any non – action by the Registrar under 6.3.2 can result in termination of the Registry – Registrar Agreement.

7. Transfer Policy

7.1 Transfer Registrar

7.1.1 The Registrar shall observe the principles laid out in the Transfer Policy. This policy sets forth the requirements for Registrants and Registrars when a Registrant wishes to transfer a domain name from one Registrar to another Registrar.

7.1.2 The Gaining Registrar will be charged one year renewal fee by MYNIC. As a result, the expiry date of transferred domain name will be extended by one year.

7.1.3 The Registrars shall comply with the transfer requirements defined in MYNIC Transfer Registrar Policy.

7.2 Change of Registrant

7.2.1 Change of Registrant refers to any change of the following:

- 7.2.1.1 Registrant first name, last name
- 7.2.1.2 Registrant personal identification number or passport
- 7.2.1.3 Registrant organization name
- 7.2.1.4 Registrant organization number
- 7.2.1.5 Registrant email address
- 7.2.1.6 Administrative Contact email address, if there is no Registrant email address.

7.2.2 Registrar shall ensure that the new Registrant meets the eligibility criteria for submitted domain names and applies Know Your Customer (KYC) guidelines stipulated in the Registry-Registrar Agreement.

7.2.3 Registrar shall obtain confirmation of the changes from both the current and new Registrants before applying the changes and shall ensure that the new Registrant agrees to be bound by the Registrant Agreement for domain name registration.

8. Registry-Registrar Agreement

8.1 This Policy is read together with the Registry-Registrar Agreement which sets forth the terms and conditions governing the relationship between the Registry and the Registrar over the usage of .MY domain name.

9. Review Of Policy

9.1 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.