

**ANNEX 1 - DOMAIN NAME CHARTER
APPENDIX TO ANNEX 1 - REGISTRATION
AGREEMENT
AND
ANNEX 2 - FEE SCHEDULE FOR OPERATIONS ON
.MC DOMAIN NAMES**

**Annex to Ministerial Decree No. 2022-38
of 21 January 2022**

**ANNEX TO “JOURNAL DE MONACO” No. 8,575
OF 28 JANUARY 2022**

Annex 1 to Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of Act No. 1,383 of 2 August 2011 for a digital Principality, amended, on domain names.

DOMAIN NAME CHARTER

Rules on the allocation, registration, management, and maintenance of domain names in the “.mc” geographical DNS zone.

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1. GENERAL PROVISIONS

Article 1.1. Purpose - Scope

This domain name charter (the “**Charter**”) defines the rules governing the allocation, registration, management, and maintenance of domain names in the “.mc” geographical DNS zone by the Network Information Centre.

As a Network Information Centre or domain name registry operator, NIC Monaco handles the technical and administrative management of “.mc” geographical DNS zone covering the following extensions:

- .mc;
- .tm.mc;
- .asso.mc;
- .dentiste.mc;
- .consul.mc;
- .experts-comptables.mc;
- .comptables-agrees.mc;
- .architectes.mc;
- .avocat.mc;
- .notaire.mc.

As from the date of publication of this Charter, the registration of domain names under the zones: “.asso.mc”, “.tm.mc” and sector-specific zones (“.architectes.mc”, “.dentiste.mc”, “.experts-comptables.mc”, “.avocat.mc”, “.comptables-agrees.mc”, “.notaire.mc”, “.consul.mc”) is no longer permitted.

Unless otherwise determined, the Charter applies to any new extension for which NIC Monaco is responsible in its capacity as Network Information Centre.

Article 1.2 - Contents

The Charter is comprised of this document.

Article 1.3 - Entry into force - Transitional period

The Charter takes effect when the Ministerial Decree to which it is annexed is published in the Journal de Monaco. The Charter currently in force is also published on the website of NIC Monaco (<https://www.nic.mc>)

From the date of publication of the Charter in the Journal de Monaco, registrants of existing domain names have a transitional period of twelve (12) months in which to take all actions of any kind necessary to comply with the provisions of this Charter.

Article 1.4 - Enforceability

Any person who contacts or requests a service from NIC Monaco in its capacity as Network Information Centre is deemed to have read the terms of the Charter applicable.

The version of the Charter in force is that published in the Journal de Monaco on the date on which NIC Monaco receives an application for registration.

The Charter is subject to change. The new provisions will be published on the NIC Monaco website (<https://www.nic.mc>) and in the Journal de Monaco.

Domain name registrars are required to monitor these changes regularly, in order to inform applicants and/or registrants of domain names of any updates made to the Charter.

Changes to the Charter apply to:

- any application to register a domain name that is currently being processed;
- any application to register a new domain name;
- existing domain names whenever a request is made to change or renew the domain name.

Whatever form it takes, any application sent to NIC Monaco and any payment of sums due under Annex 2 of Ministerial Order No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, on domain names, is deemed to constitute further acceptance of the Charter.

2. THE NETWORK INFORMATION CENTRE

Article 2.1 - Roles of NIC Monaco

Under Sovereign Ordinance No. 7,997 of 12 March 2020, which created it, the Digital Platforms and Resources Department (also known by its French acronym “**DPRN**”) is tasked with planning, allocating, and managing all of the Principality of Monaco’s resources relating to the electronic communications sector. Part of the DPRN, NIC Monaco is the top-level domain name registry operator for the Monegasque country domain. NIC Monaco allocates domain names via registrars.

NIC Monaco:

- Drafts the domain name charter for the “.mc” country code top-level domain;
- Draws up registration agreements defining the contractual relations between the Network Information Centre and the registrars, the terms of which are set down by Ministerial Decree;
- Manages “.mc” Internet domains;
- Allocates domain names via registrars;

- Conducts no prior checks on applications for registration (*including prior art searches to check the availability of the terms used in the domain name, and checks to ensure that third party rights have not been infringed*), with the exception of checks to ensure that the application satisfies the provisions of the Charter;
- Operates and maintains the technical DNS (Domain Name System) infrastructure used to translate a domain name into an IP address, and ensures these domain names are accessible from the Internet.

From the end of the transitional period referred to in Article 1.3 of this Charter, NIC Monaco will no longer accept requests or applications for operations relating to domain names.

Anyone may notify the relevant Monegasque authorities of any domain name that is unlawful or contravenes public order. They do so under their own responsibility.

The provisions of the Charter allowing NIC Monaco to carry out checks are in no way to be treated as obligations requiring NIC Monaco to monitor, conduct due diligence, or obtain results. NIC Monaco carries out such operations on a purely voluntary basis.

Article 2.2 - Powers of the National Information Centre

NIC Monaco does not have the power to conduct general checks on:

- The proper grounds or lawfulness of the choice of terms used to register a domain name;
- The lawfulness or conformity of documents or other elements provided by the applicant in support of their application or any other type of operation concerning a domain name.

NIC Monaco may, at its own initiative, at the request of the registrar or in response to a report made by a third party, conducts checks to ensure that the registrant of a domain name has satisfied the provisions of the Charter (particularly the rules on eligibility and reachability respectively set down in Articles 4.1 and 4.2 of this Charter).

When carrying out checks, NIC Monaco may ask the registrar to provide any supporting documents or elements, and inform the registrant and the third party.

If necessary, NIC Monaco may freeze a registrant's portfolio for a period of up to thirty (30) days.

If, after this period, the checks carried out fail to show that the registrant has complied with the Charter, NIC Monaco will inform the registrar, the registrant, and the third party, and may lock the registrant's portfolio for a period of up to thirty (30) days.

If, after this period, the checks carried out fail to show that the registrant has complied with the Charter, NIC Monaco will inform the registrar and the registrant, and may delete the registrant's portfolio of domain names.

The registrant may rectify their situation at any time during the checking procedure, by submitting supporting documents or other elements. In this case, NIC Monaco may close the checks carried out and inform the registrar and the registrant.

Emails sent by NIC Monaco to registrars and registrants have probative value. The same applies to technical information or other elements that may be exchanged between the registrar and NIC Monaco with regard to the processing of a file.

Article 2.3 - The National Information Centre's liability

A domain name is registered:

- Under the responsibility of the applicant, such that NIC Monaco cannot be held liable for the registration and/or use of a domain name, or for any direct or consequential loss or damage resulting from such registration or use;
- Based on declarations made by the applicant; consequently, NIC Monaco cannot be held liable for incorrect, false, or untruthful information or for any omission in the database of “.mc” domain names allocated.

In the event of a dispute relating to the registration or use of a domain name, NIC Monaco accepts no liability and the dispute must be resolved between the parties concerned.

NIC Monaco is not bound by any obligation to advise applicants, registrars, and/or third parties.

NIC Monaco may not be considered as an intermediary or as performing the role of intermediary and accepts no liability for relations between a registrar and its clients (applicant or registrant).

NIC Monaco may have direct contact with a registrant, or the administrative and/or technical contact of a domain name.

NIC Monaco cannot be held liable for relations of any kind between the registrant, the administrative and/or technical contact of a domain name.

3. REGISTRARS

Article 3.1 - Roles of registrars

Applications for registration and operations sent to NIC Monaco must be processed by a registrar, accredited in accordance with Article 3.3, who acts as the intermediary between an applicant or registrant and NIC Monaco.

The registrar shall:

- Is responsible for registration and administrative and technical maintenance of the domain name throughout its existence;
- Ensures domain names are maintained in operational condition;
- Ensures that the details of the administrative and/or technical contacts for domain names are updated immediately and systematically;
- Implements any requests for changes made by the registrant with NIC Monaco;
- Sends information requested by NIC Monaco for the purposes of verification procedures.

A registrar acts as the mandatory and sole point of contact between a “.mc” registrant or applicant and NIC Monaco. The registrar acts as the intermediary between the registrant or applicant and NIC Monaco.

A registrar is a legal entity which provides domain name registration services under a registration agreement (“**Registration Agreement**”) signed with NIC Monaco. The Registration Agreement appears in the appendix to Annex 1 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names.

The Registration Agreement is intended to define the conditions under which a registrar undertakes to provide applicants with registration services for the “.mc” country domain.

The registrar processes applications submitted to it by natural persons or legal entities wishing to register or make changes to a domain name. It provides applicants with information, collects the documents required for applications to register or make changes to domain names, and sends the necessary information and documents to NIC Monaco.

NIC Monaco plays no part in the relationship between a registrar and its clients.

Article 3.2 - Choosing a registrar

In order to register or change a domain name, the applicant must choose a registrar that has a Registration Agreement with NIC Monaco.

The list of accredited registrars that have agreed to appear on the list can be found on the NIC Monaco website at the following address: <https://www.nic.mc>.

Only accredited registrars are authorised to request the registration and/or modification of a “.mc” domain name.

Article 3.3 - Registrar accreditation

Any legal entity wishing to operate as a registrar for domain names managed by NIC Monaco must be accredited.

Accreditation is obtained by signing a Registration Agreement with NIC Monaco.

A Registration Agreement between NIC Monaco and a registrar in no way constitutes a recognition or guarantee by NIC Monaco of the capacities and/or quality of service provided by that registrar.

NIC Monaco carries out no checks on the activities of accredited registrars and relies solely on declarations and information provided by registrars.

Article 3.4 - Registrar's liability

The registrar bears sole liability for:

- Its own relations with its clients;
- Any claims or complaints made by third parties in respect of one or more domain names;
- Technical processing of requests for operations made to NIC Monaco, inputting information on computer systems in accordance with the preferences expressed by registrants, in particular as regards personal data, and ensuring information reaches NIC Monaco;
- Complying with requests for checks sent to it by NIC Monaco;
- Observing the registrant's preferences, in particular as regards personal data.

NIC Monaco accepts no liability whatsoever for actions and/or omissions by a registrar.

4. RULES APPLICABLE TO REGISTRANTS

Article 4.1. Eligibility

In the event of a breach of the Charter, a registrant's domain name may be deleted in accordance with Article 6.9. The registrant may not challenge this decision or seek any compensation whatsoever.

The following may apply to register or renew a ".mc" domain name:

- Legal entities with their registered office, principal place of business, or an administrative office in the Principality of Monaco;
- Embassies, Consulates, and other overseas diplomatic corps of the Principality of Monaco;
- Monegasque associations and other bodies or foundations;
- Monegasque registrants of trademarks registered and/or protected in the Principality of Monaco;
- Natural persons engaged in an independent artisanal, commercial, industrial, or professional activity duly authorised by a decision of the Minister of State;

- Public bodies and institutions of the Principality of Monaco.

Article 4.2 - Administrative and technical contacts

When submitting an application for registration, the registrant must:

- Name an administrative contact and a technical contact;
- Provide the contact details (including name, postal address, email address, and phone number) of the administrative and technical contacts with their application.

The technical contact is the point of contact responsible for managing the technical information relating to the domain name (*in particular information relating to the DNS servers hosting the zone*).

The administrative contact is the point of contact responsible for all other matters.

The administrative contact and the technical contact may be the registrant, the domain name registrar, or a third party, who may be a natural person or a legal entity.

Administrative and/or technical contacts may be contacted and/or informed regarding operations concerning the domain name.

As long as the domain name remains valid, the registrant must:

- Ensure that an administrative contact and a technical contact are always in place for the domain name;
- Ensure that the administrative contact and the technical contact can be reached at all times, failing which they may forfeit use of the domain name;
- Inform NIC Monaco immediately, via their registrar, of any change (notably to the name, postal or email address, or phone number) concerning the administrative contact and/or the technical contact for the domain name.

If the administrative contact is not the registrant, they have no rights to the domain name.

Article 4.3 - Registrant's liability

Domain names are registered and renewed on the basis of declarations made by the applicant under his sole liability.

The registrant bears sole liability for the use of the domain name.

The applicant and the registrant are required to comply with the terms of this Charter, and to take account of all information given to them by NIC Monaco or their registrar.

It is the responsibility of the registrant to use a registrar accredited by NIC Monaco. NIC Monaco accepts no liability in the event false or misleading information is given.

The registrant shall hold NIC Monaco harmless against all claims or other challenges brought by a third party claiming any right whatsoever, in particular a right to a domain name, or the consequences of registering, using, or transferring a domain name.

The registrant shall therefore cover any damages that NIC Monaco may be required to pay owing to prelitigation or litigation or any other proceedings, including all legal fees and court costs incurred in the defence of its interests.

Article 4.4 - Verification of compliance

The registrant is informed that NIC Monaco may carry out verifications to ensure compliance with the Charter:

- When a domain name is registered;
- When an application is made to conduct an operation concerning a domain name;
- At any time, at its own initiative, during the domain name's validity period;
- When investigating a complaint or claim made by a third party.

Where a check is initiated, NIC Monaco will send the registrar a request for documents. If, within a period of thirty (30) days, NIC Monaco has not received a response enabling it to confirm that a registrant or domain name contact has complied with the Charter, the registrant's domain name portfolio will be frozen for thirty (30) days. The registrant may no longer conduct operations on their domain names, but this does not alter the manner in which they function (*see Article 6.6 "Frozen domain name"*).

Once this period has expired, if NIC Monaco has still not received documents enabling it to confirm compliance, it will lock the registrant's domain name portfolio for thirty (30) days. The domain names will remain registered but will no longer function (*see Article 6.7 "Locked domain name"*).

If no satisfactory information is provided within a further period of thirty (30) days, NIC Monaco will delete the registrant's domain name portfolio, and the registrant may not claim compensation of any kind.

If satisfactory supporting documents are received at any time during the verification procedure, the operation will be ended and the domain names concerned reactivated.

5. RULES GOVERNING DOMAIN NAMES

Article 5.1 - Categories of domains

NIC Monaco decides whether to create or delete domain categories.

Before a domain category is deleted, the registrants of active domain names affected are sent prior notice of the decision six (6) months in advance. NIC Monaco invites them to change domain name.

Domains registered according to these zones before the Charter's publication are maintained, however, and their registrants may continue to use them. They are renewed in the same way as ".mc" domain names.

Article 5.2 - Authorised syntax

The following provisions are understood to apply to domain names without the relevant extension. They apply to the characters before the extension: ".mc".

Domain names:

- Are solely comprised of the following alphanumeric characters: a, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, - (minus sign);
- Are comprised of no fewer than three (3) characters and no more than sixty-three (63) characters;
- May not begin or end with a hyphen ("-");
- May not contain a hyphen ("-") in the 3rd or 4th position.

Article 5.3 - Domain name availability

It is the responsibility of the applicant and the registrar employed to verify the availability of the domain name sought, by consulting the NIC Monaco website or by contacting NIC Monaco.

Article 5.4 - Order of allocation

Applications to register domain names submitted by registrars are processed by NIC Monaco on a first come first serve basis, according to the chronological order in which they are received.

In the event of a dispute as to the date on which an application is received or processed, solely the times and dates of the server used by NIC Monaco to record applications shall be authoritative.

Article 5.5 - Choice of domain name

Domain names for which registration is sought are accepted, provided the applicant satisfies the following conditions:

- For a company listed on the Trade & Industry Register of Monaco: The domain name must exactly match the name of your company or one of its brand names clearly indicated in the Trade & Industry Register. Hyphens ("-") and full stops (".") may be omitted from the domain name on the applicant's form;
- For a self-employed professional: The domain name must match the name under which the business is registered;
- For a non-profit association or other body registered in the Principality of Monaco: The domain name must match the exact name as indicated in the Articles of Association;

- For a trademark registered in the Principality of Monaco: The domain name must match the mark as indicated on its certificate of registration.

Article 5.6 - Domain name registration process

The application to register a domain name is made by the applicant with the registrar, which forwards it to the Network Information Centre.

The application for registration must:

- Be submitted via an accredited registrar;
- State the names and contact details of the applicant, and the administrative and technical contacts;
- Contain the required technical information about the DNS servers hosting the domain name;
- Include the following documents:
 - ✓ For a company listed on the Trade & Industry Register: A transcript (dated within the last three months) of the company's entry on the Trade & Industry register, showing that the domain name requested matches the company name;
 - ✓ For a non-profit association or any other body: A copy of the publication in the Journal de Monaco of the declaration receipt issued by the Secretariat-General of the Government;
 - ✓ For a trademark registered in the Principality of Monaco: A copy of the certificate of registration of the trademark registered and/or protected in the Principality of Monaco;
 - ✓ For a self-employed professional: A professional certificate.

The application for registration will be processed by NIC Monaco, which will inform the registrar concerned by any means of communication. It is the responsibility of the registrar to inform its clients whether the application for registration has been accepted or rejected.

Article 5.7 - Rejection

The Network Information Centre will reject an application for registration where:

- An application to register the same domain name has already been made or the same domain name already exists at the time of the application;
- The domain name does not match the information provided on the supporting documents;
- The domain name could infringe:
 - o public order or decency;
 - o rights guaranteed by the Constitution or by applicable laws and regulations;
 - o the image or values of the Principality of Monaco;
 - o the rights of a natural person or legal entity;
 - o intellectual property or personality rights.
- The application is not submitted via a registrar accredited by NIC Monaco;
- The application is incomplete or contains errors or anomalies.

NIC Monaco reserves the right to ask for any documents or other supporting elements it deems necessary.

Once it is satisfied that the application meets all requirements, NIC Monaco will send the registrar authorisation to register the domain name.

In the event of a dispute, Article 7.2 “Dispute resolution” will apply.

NIC Monaco also reserves the right to reject any application, the terms of which could cause confusion with the roles or identity of the Government of Monaco or the Principality’s institutions.

Article 5.8 - Rights to the domain name

The registrant has a right to use the domain name they have registered for the duration of its validity period, subject to compliance with the terms of the Charter.

Neither NIC Monaco nor the registrar enjoy any intellectual property rights to domain names by virtue of their roles.

The right to use a domain name disappears when the domain name concerned is deleted or transferred for whatever reason.

Notwithstanding the right of use specified in this Article, the registrant may forfeit the domain name in accordance with the provisions of the Charter in the event that they should commit a breach of the Charter, in which case they shall not be entitled to compensation of any kind whatsoever.

Article 5.9 - Domain name validity period

A domain name is valid for a period of one (1) year as from its registration.

Unless a request is made to the registrar to delete the domain name before the end of its current validity period, the domain name’s validity will be automatically renewed for a further period of one (1) year, subject to payment of the relevant tax.

Article 5.10 - Taxes on domain name operations

The filing of an application for registration, renewal, or certain other operations concerning domain names, is subject to a tax. The scale of taxes applicable is laid down by Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names. It is also published on the NIC Monaco website.

The amount of these taxes, paid to NIC Monaco by the registrar acting on behalf of the applicant or registrant, is levied on the following operations:

- Registration of a domain name;
- Renewal of a domain name;
- Change of registrar (transfer of a domain name);
- Restoration (after deletion or expiry) of a domain name.

Registrars are free to set the prices of the services they provide to applicants and registrants. NIC Monaco accepts no liability for the consequences arising from non-payment by a client of a registrar.

6. DOMAIN NAME OPERATIONS

Article 6.1 - Registration of a domain name

The rules governing allocation and the registration process are stipulated in Article 5.6. Registration of a domain name is subject to a tax as specified in Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names.

Article 6.2 - Renewal of a domain name

Unless expressly requested by the registrar or registrant, a domain name will be automatically renewed on its anniversary date for a further period of one (1) year. This renewal is subject to a tax as specified in Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names.

Article 6.3- Voluntary transfer of a domain name to another registrant

A domain name may be voluntarily transferred, provided both the original and the new registrants comply with the terms of the Charter.

After obtaining the prior consent of the parties, the registrar will send NIC Monaco the relevant domain name registration/modification form for approval.

NIC Monaco plays no part whatsoever in the voluntary transfer of a domain name between two parties, but retains the right to refuse the transfer if either party breaches the terms of the Charter (in particular as regards the eligibility of the new registrant).

Article 6.4 - Forced transfer

NIC Monaco forces the transfer of domain names (*i.e. without the registrant's consent*) in the following cases:

- The holder no longer satisfies the requirements of the Charter for the domain name concerned, whereas a new holder has applied for the domain name and does satisfy the requirements (e.g. business sale, takeover, etc.);
- The registrant conducts an asset transaction as the original registrant is no longer able to effect a voluntary transfer;

- The registrant no longer has a legal existence (e.g. business closure) and a new registrant has legitimate rights to obtain the domain name;
- A court order requires the domain name to be transferred.

Under the forced transfer procedure, the new registrant - acting through a registrar - must complete all of the necessary formalities with NIC Monaco and comply with the rules (particularly those on identification and eligibility) laid down in the Charter.

Generally, a forced transfer may take effect only where the new registrant satisfies the requirements of the Charter. NIC Monaco may carry out such verifications as it deems necessary and request any documents and information required.

All of the costs of a forced transfer, including technical and administrative costs, are borne by the new registrant, who may seek to recover them from the previous registrant where appropriate.

Article 6.5 - Change of registrar

The registrant may transfer one or more of the domain names in their portfolio to a new registrar, subject to compliance with the terms of their contract with the registrar.

The change of registrar is carried out by the new registrar using the relevant form which can be found on the NIC Monaco website (<https://www.nic.mc>).

This transfer is subject to a tax as specified in Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names.

Article 6.6 - Frozen domain name

A domain name and/or the registrant's portfolio of domain names may be frozen in the following cases:

- Compliance checks carried out by NIC Monaco;
- Court order requiring the domain name to be frozen.

When a domain name is frozen, this may result in any pending operation being cancelled and prevent any further operations being performed on all domain names in the registrant's portfolio.

The registrant's domain name(s) will continue to function during the freezing period.

Article 6.7 - Locked domain name

A domain name and/or the registrant's portfolio of domain names may be locked for thirty (30) days in the following cases:

- After the domain name has been frozen as part of a verification procedure;
- Court order requiring the domain name to be locked;
- Where the registrant no longer legally exists;
- Where the domain name is orphaned.

When a domain name is locked, this results in any pending operation being cancelled and prevent any further operations being performed on all domain names in the registrant's portfolio. Locking a domain name renders it inoperative.

Article 6.8 - Orphaned domain names

In the event that a registrar is no longer under contract with NIC Monaco for any reason (e.g. if its Registration Agreement is terminated or lapses, or if it enters insolvency or ceases trading), the domain names administered by that registrar will be treated as orphaned domain names.

In this case, it is the responsibility of:

- the registrar concerned to inform its registrants;
- the registrants of the orphaned domain name(s) to designate a new registrar within thirty (30) days, if they wish to continue using those domain name(s). Otherwise, the domain name(s) will be deleted;
- the new registrar to inform NIC Monaco, before the end of the aforementioned thirty (30) day period, of the list of orphaned domain names for which it has been designated as the new registrar.

Where appropriate, NIC Monaco may inform the registrants directly that the registrar is no longer accredited. NIC Monaco will take this step purely at its own discretion where it deems it urgent to do so, but is in no way obligated to monitor and/or conduct due diligence.

Please note: At the end of the transitional period, i.e. from 1 January 2022, any domain not administered by an NIC Monaco-accredited registrar will be considered as orphaned.

Article 6.9 - Deletion of a domain name

A domain name may be deleted:

- If the registrant breaches the terms of the Charter;
- At the registrant's request (made to the registrar);
- At the registrar's request;
- Where required by a court order;

- If compliance checks do not yield satisfactory results;
- If the domain name has been locked due to a compliance check that remains unresolved after thirty (30) days;
- If the registrant no longer legally exists and the domain name has not been transferred within three months;
- Where it has been an orphaned domain name for more than thirty (30) calendar days.

Once a domain name is deleted at the request of a registrar, it then enters a redemption period of thirty (30) days. When this period expires, the deletion becomes permanent. During the redemption period, the domain name can be restored with its original configuration (*see Article 6.11 Restoration of a domain name*).

Once deleted, the domain name is returned to the public domain and can be registered by a new applicant.

Article 6.10 - Cancellation of a domain name

A domain name will be cancelled by NIC Monaco if it was obtained:

- With the intention of selling it, transferring it in any manner, whether to the Prince's Palace, a public body, institution, or to the holder of an identical or similar domain name to which a right is established, and not with the intention of using it in practice;
- In order to harm the reputation of a natural person or legal entity, a legitimate interest or established right to the domain name or a similar name, or the reputation of a product or service that is associated with this name in the minds of consumers;
- In order to profit from the reputation of the holder, a legitimate interest or established right to the domain name or a similar name, or the reputation of a product or service that is associated with this name, by creating confusion in the minds of consumers.

A domain name may be cancelled at any time during its lifetime.

Unlike the deletion of a domain name, cancellation is immediate and irreversible. There is no redemption period. The registrar is informed when a domain name is cancelled.

Article 6.11 - Restoration of a domain name

Where a domain name has expired (after the registrar or registrant has refused tacit renewal), or has been deleted for whatever reason, it enters a redemption period of thirty (30) days during which it may be restored under the same conditions. Its anniversary date remains unchanged, even if the domain has been inactive for a period of time.

To restore a domain name, the registrant and contacts must satisfy the relevant verifications.

Once the redemption period has expired, the domain name is returned to the public domain and can be registered by a new registrant.

This operation is subject to a tax as specified in Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names.

7. OTHER PROVISIONS

Article 7.1 - Force majeure and unforeseen circumstances

In case of force majeure or unforeseen circumstances, NIC Monaco may suspend all or part of the application of this Charter.

In addition to those generally accepted by case law and the courts of Monaco, force majeure events are considered to include: war, riots, fire, flooding, general or national strikes, occupation of NIC Monaco premises, exceptional bad weather, natural disasters, government restrictions, changes to laws or regulations, accident or illness of any kind, pandemics, terrorist attacks, power outages, partial or total outage of internet and more generally private or public electronic communications networks, and any other circumstances beyond the control of NIC Monaco.

Article 7.2 - Dispute resolution

Any dispute or challenge arising as to the ownership or use of a domain name shall be dealt with between the parties concerned. NIC Monaco shall under no circumstances be party to any legal proceedings relating to the domain names for which it is responsible.

NIC Monaco does not have the authority to order interim or preventive measures, which may only be applied in accordance with a court order. In the event of legal proceedings, NIC Monaco will apply the measures set forth in the court order. Only the third parties concerned shall take all appropriate measures to end a breach of their rights, of whatever kind. NIC Monaco shall under no circumstances be party to such proceedings.

The operations carried out by NIC Monaco in compliance with a court order or an amicable decision between the parties concerned, shall under no circumstances cause NIC Monaco to incur liability on any grounds whatsoever, and the applicant shall hold NIC Monaco harmless against all claims.

Where the parties reach an amicable decision, NIC Monaco will make changes only with the consent of both parties.

Article 7.3. - Confidentiality

The information and documents held by or disclosed to NIC Monaco (including data needed to identify domain name applicants and/or registrants), other than those which can be accessed from the NIC Monaco website, are treated as confidential and not disclosed to third parties.

Notwithstanding this provision, NIC Monaco may disclose information and documents where required to do so by a judicial authority or in response to a request from an authorised authority (such as the *Commission de Contrôle des Informations Nominative*).

Article 7.4 - Personal data

For domain name operations, personal data are processed in two ways depending on the purpose of the processing:

- Personal data processing carried out by the registrar in order to provide domain name services;
- Personal data processing carried out by NIC Monaco for the administration of the DNS zone concerned.

It is the responsibility of both NIC Monaco and the registrar to comply with applicable Monegasque personal data protection regulations, particularly in their dealings with domain name applicants or registrants, and also with the General Data Protection Regulation (Regulation EU 2016/679) or “GDPR”, notably as regards the personal data they collect in the course of their duties on nationals of European Union Member States, provided these provisions do not contravene applicable Monegasque personal data protection regulations.

NIC Monaco and the registrar are each considered as data controllers for their respective processing operations. For the purposes of their own processing operations, each of them also receives personal data processed by the other.

The data subjects have personal rights (access, rectification, and objection), which they may exercise by contacting NIC Monaco or the registrar, as the case may be. NIC Monaco or the registrar will take steps to enable data subjects to exercise their rights more easily.

The personal rights of data subjects and the manner in which they may be exercised are described by NIC Monaco or the registrar on their respective websites, for the processing operations for which they are responsible.

Both NIC Monaco and the registrar provide data subjects, on any relevant media and in any relevant format, with information about their respective personal data processing operations, in clear and simple terms ensuring fair and transparent treatment.

Article 7.6 - Applicable law - Jurisdiction

This Charter is governed by the laws and regulations of Monaco.

Any disputes and litigation that might arise shall be subject to the sole jurisdiction of the Courts of the Principality of Monaco.

Appendix to Annex 1 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of Act No. 1,383 of 2 August 2011 for a digital Principality, amended, on domain names.

REGISTRATION AGREEMENT

**Rules governing relations between the Registrar
and NIC Monaco concerning the allocation and
maintenance of domain names in the “.mc” DNS zone.**

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PREAMBLE

This Agreement is governed by the following provisions:

- Act No. 1,383 of 2 August 2011 for a digital Principality, amended;
- Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of Act of 2 August 2011 for a digital Principality, amended, on domain names.

Under Sovereign Ordinance No. 7,997 of 12 March 2020, which created it, the Digital Platforms and Resources Department (the “**DPRN**”) was tasked with setting up a Network Information Centre or domain name registry operator for the “.mc” ccTLD.

This operator is NIC Monaco, which creates, manages, and maintains internet domain names with the root “.mc”.

As such, NIC Monaco may enter into agreements with a registrar which declares that it:

- Is a professional with experience of domain name processing;
- Is familiar with the technical and administrative aspects of the DNS zones managed by NIC Monaco;
- Satisfies the accreditation criteria required under the Domain Name Charter;
- Has sufficient numbers of qualified staff to carry out its duties, and sufficient financial resources to manage its activity optimally;
- Has paid NIC Monaco all sums due under the terms of Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names;
- Has obtained all elements necessary prior to entering into a contractual commitment, particularly as regards coverage against the risk of loss of accreditation and the guarantee due to NIC Monaco.

Article 1 - Definitions

Locking (of a domain name): the operation intended to prevent a domain name from functioning. While locked, the domain name still belongs to its registrant. A locked domain name cannot be registered by a third party.

Registrar: a legal entity accredited by NIC Monaco and which manages the registration of domain names on behalf of its clients.

Domain Name Charter: the document setting down the rules governing the allocation, registration, management, and maintenance by the Network Information Centre of domain names in the “.mc” ccTLD. The Domain Name Charter corresponds to Annex 1 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of Act of 2 August 2011 for a digital Principality, amended, on domain names.

Applicant: a natural person or legal entity who applies to a registrar to register or transfer one or more domain names;

Orphaned domain name: a domain name that has been duly registered but which is no longer managed by a registrar.

Network Information Centre or domain name registry operator: NIC Monaco, the legal entity tasked with allocating and managing “.mc” domain names.

Deletion (of a domain name): the operation by which a domain name is destroyed. The domain name will become available to register once more thirty (30) days after it has been deleted.

Registrant (or registered name holder): a natural person or legal entity who is a client of a registrar and has registered or renewed one or more domain names.

DNS zone: the “.mc” geographic DNS zone, which includes a country code top-level domain (ccTLD) and possibly one or more subdomains.

Article 2 – Purpose

This Agreement is intended to define the contractual relationship between NIC Monaco in its capacity as the Network Information Centre, and each registrar.

This Agreement applies to the “.mc” geographic DNS zone.

The Agreement is not intended to define the contractual relationship between NIC Monaco and the registrar, where the registrar is acting as the registrant of a “.mc” domain name, in which case the Domain Name Charter applies.

Article 3 - Documents governing the Agreement

The documents governing the Registration Agreement are, in decreasing order of priority:

- This Agreement;
- The Domain Name Charter;
- The Price Schedule of operations on .MC domain names contained in Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of the Act of 2 August 2011 for a digital Principality, amended, on domain names;
- The registration form available on the NIC Monaco website.

In the event of a contradiction between one or more of the clauses in any of the above documents, the higher-ranked document shall prevail. Where a provision of a lower-ranked document is not expressly mentioned in a higher-ranked document, this shall not mean that the lower-ranked document contradicts the higher-ranked document.

The parties acknowledge that the Agreement constitutes the entire agreement between them with regard to the purpose hereof, and supersedes all prior agreements and proposals having the same purpose, regardless of their form, which do not fall under the scope hereof.

Article 4 - Entry into force - Duration - Renewal - Transitional period

The registrar must first accept the latest version of the Agreement published in the Journal of Monaco, and then submit its registration form to NIC Monaco, which will then approve or reject the application if it is not compliant.

The Agreement shall take effect on the date on which NIC Monaco approves the application. NIC Monaco shall inform the registrar by any means.

The Agreement shall then be renewed tacitly for additional periods of one year, taking effect on the anniversary date of each year.

Taxation of operations carried out by the registrar shall take effect twelve (12) months after its date of publication in the Journal de Monaco.

For all registrars which establish a Registration Agreement before the date of its publication in the Journal de Monaco, the new taxation shall apply twelve (12) months after its date of publication.

Article 5 - Enforceability

Once accredited, the registrar becomes a client of NIC Monaco.

In the event that the Agreement is amended by Ministerial Decree, NIC Monaco may send the revised version to the registrar, in the format of its choosing.

The new contractual terms and conditions will then apply automatically from the anniversary date of the Agreement.

Article 6 - Rights and obligations NIC Monaco as Network Information Centre

In its capacity as Network Information Centre, and for the purpose of fulfilling its role, NIC Monaco:

- Manages and maintains the register of domain names under the .mc root domain;
- Maintains a database of registrars, comprising information provided by registrars and published on its website. Accredited registrars may refuse to appear in the database;
- Handles the administrative and technical management of the .mc top-level DNS zone;
- Drafts and updates the Domain Name Charter and the documents needed to carry out operations on domain names;
- Receives applications from accredited registrars and processes them on a first come, first served basis;
- Collects data from registrars to satisfy the applications it receives;
- Undertakes not to promote or prioritise one registrar over another;

- Undertakes to process registrars' applications, provided they are complete and comply with the provisions of the Domain Name Charter. Where an application is non-compliant, NIC Monaco will inform the registrar within a reasonable period of time;
- Publishes the price schedule for its interventions on its website.

NIC Monaco accepts no liability in the event that a registrar's technical services are partially or entirely unavailable with the result that it is unable to provide services to its clients.

Article 7 - Registrar's rights and obligations

7.1 In respect of the Network Information Centre

The registrar undertakes to comply with the legal and regulatory provisions governing domain names, such as the Domain Name Charter and all documents of any kind produced by NIC Monaco, including:

- the Domain Name Charter;
- the registration form.

For each application to conduct a specific operation as required, the registrar shall gather and send to NIC Monaco, in strict accordance with the applicable Domain Name Charter, any information and/or documents relating to the application.

The registrar is the sole point of contact for its clients, and NIC Monaco is not party to relations between registrars and domain name applicants.

The registrar is required to answer requests from NIC Monaco within a period of seventy-two (72) hours. This period is reduced to forty-eight (48) hours in case of urgency.

In particular, the registrar undertakes to answer requests made by NIC Monaco, and more generally to assist NIC Monaco with resolving disputes, litigation, or pre-litigation, concerning one or more domain names in the DNS zones organised by NIC Monaco. This includes:

- providing NIC Monaco with any information or document requested within the required deadline;
- complying with any request made by NIC Monaco concerning operations involving one or more domain names within the required deadline, whether the operation concerned entails deleting or transferring a domain name.

The registrar is required to provide a working phone number and/or email address at which it may be contacted by NIC Monaco during office hours, and to ensure that this number or address is maintained at all times.

The registrar undertakes to ensure that all information provided to NIC Monaco under this Agreement is kept up to date, including its identification and contact details and information about the services it provides to clients.

If these details change, the registrar must inform NIC Monaco immediately by email or by any other means at its convenience.

The registrar must inform NIC Monaco of any proceedings which may affect its legal situation, and in particular in the event that it enters insolvency proceedings of any kind or is taken over either partially or wholly, etc., within eight (8) days of the relevant event's occurrence.

The registrar shall refrain from any action or intervention of a technical nature that might interfere with or prevent NIC Monaco's services from functioning correctly, and more generally undertakes to observe best practices or any other equivalent provisions established by NIC Monaco.

The registrar undertakes to implement all security measures needed to protect its clients' information in accordance with standard industry practice.

7.2 In respect of its clients

The registrar shall:

- Assume exclusive responsibility for relations with its clients, and shall personally deal with their requests, applications, claims, and complaints, and more generally satisfy its obligations;
- Informs its clients of the applicable legal and regulatory provisions, and the terms of the Domain Name Charter currently in force. To this end, the registrar undertakes, notably by not exclusively, to inform its clients about:
 - o Eligibility obligations;
 - o Their rights and obligations as registrants;
 - o Their responsibility when choosing a domain name;
 - o The need to provide accurate identification details;
 - o The processing of personal data and how they may exercise their personal rights;
 - o And more generally, the registrar undertakes to keep NIC documents available to its clients.
- Ensure that its clients comply with the above and inform them of any changes and updates to them;
- Publish the prices charged for its domain name allocation and management services.

It is the responsibility of the registrar to take appropriate steps to satisfy these obligations.

The registrar undertakes to contact its clients regularly in order to keep their identification details up to date. It shall take whatever steps it deems necessary to satisfy this obligation.

The registrar shall be personally liable for any third party claims that may arise when a domain name is registered or renewed.

It may not attempt to pass on liability to NIC Monaco, and shall refrain from referring the third party concerned to NIC Monaco and its services, insofar as NIC Monaco is in no way responsible for the relationship with the Applicant, and only has access to the information provided to it by the registrar.

The registrar will take such measures as it deems appropriate, in view of the information provided to it by the third party.

The registrar must inform NIC Monaco immediately, where NIC Monaco could potentially incur liability.

Article 8 - Registrar accreditation

The accreditation application is sent by means of the accreditation form available on the NIC Monaco website, accompanied by this Agreement which must be duly accepted, and all of the required supporting documents.

The form and documents must be sent to NIC Monaco by email.

Within a period of fifteen (15) days of receiving the form and the documents, NIC Monaco will inform the registrar whether its accreditation has been accepted or denied.

Any incomplete or unsigned document will cause the application for accreditation to be denied. NIC Monaco reserves the right to request additional supporting documents at any time.

If the registrar so wishes, it may be asked to appear on the NIC Monaco website in the list of accredited registrars. This list is displayed in alphabetical order and shows domain name Applicants the information to be indicated in the accreditation form by the registrar. NIC Monaco does not verify the relevance of the information displayed on its website and cannot be held liable in the event that it contains errors.

If changes need to be made to information already provided to the Network Information Centre, the registrar must send them to NIC Monaco by email.

Article 9 - Sending of applications and requests relating to domain names

The registrar forwards its clients' domain name applications and requests to NIC Monaco by email, by completing the registration form available on the NIC Monaco website.

When the administration interface becomes available, the registrar must submit its applications and requests by this method.

Registrars will be able to send their applications and requests for operations on domain names and manage their details via a dedicated interface on the NIC Monaco website. They will be provided with personal access once they have accepted the relevant terms of use drafted by NIC Monaco.

The registrar will be personally provided with full details on the use of this portal once it is in place. There will be no additional tax charged for using the portal. This tool will be used in place of the accreditation form currently in use.

Article 10 - Database maintained by the National Information Centre

NIC Monaco's database of registrars is the database of reference for ".mc" domain names.

The State holds all rights to this database.

NIC Monaco compiles the database of registrars based on information provided by registrars.

NIC Monaco has the right to use this database.

The registrar shall refrain from:

- infringing NIC Monaco's intellectual property rights or legitimate interests, either directly or indirectly;
- using the information contained in the database for purposes other than those strictly limited to the technical services relating to domain name operations, in particular any use intended to send unsolicited messages.

Under the legal framework governing personal data protection, the Network Information Centre ensures that the personal data of natural persons (name, address, phone number, fax number, email address) are protected and not published. This requirements applies to the registrar, which must ensure that the personal data of Registrants who are natural persons are properly respected, by default and without charge.

Article 11 - National Information Centre's Remuneration

The prices and fees charged for operations on ".mc" domain names are established by Ministerial Decree and published on the NIC Monaco website. This includes the prices and fees charged for:

- membership;
- individual operations;
- other services provided by NIC Monaco.

The price schedule applies with effect from the date of its publication in the Journal de Monaco.

NIC Monaco may inform the registrar of any changes to this price schedule by any means of its choosing, including by unregistered postal letter or email.

Article 12 - Billing - Payment

The amount of the annual membership fee is due, for the current year. It is paid on each anniversary date of acceptance of the Agreement.

It is paid on the date on which the registrar accepts the Agreement, by cheque or wire transfer.

The amount of the annual membership fee is fully non-refundable.

Access to the services provided by NIC Monaco is possible only after the annual membership fee has been collected.

NIC Monaco will issue an invoice for the domain name operations carried out at the end of each month. The accounting documents and statement of operations will be sent to the registrar by email.

At the beginning of each month, the registrar will receive a demand for payment of taxes for the operations carried out during the previous month. The invoice for operations carried out must be paid within thirty (30) days of its issue date.

NIC Monaco will send the registrar an invoice for operations for the registration period selected by the registrar on behalf of its client.

The registrar must pay any sums due to NIC Monaco by one of the payment methods for which it has opted under this Agreement.

The registrar must send any request to change the method of payment to NIC Monaco.

NIC Monaco also invoices occasional fees for processing current operations, including but not limited to, bank rejection fees, sending of registered mail, and administrative fees for special procedures.

In the event of late payment of taxes due by the registrar within thirty (30) days, the registrar will be sent a payment reminder.

If the payment has still not been made after a further thirty (30) days, all domain names in the DNS zone under the registrar's management (i.e. not just those for which tax remains outstanding) may be provisionally suspended.

If the payment has still not been made after a further thirty (30) days, all domain names in the DNS zone under the registrar's management (i.e. not just those for which tax remains outstanding) will be locked.

Finally, if the payment has still not been made after a further thirty (30) days, all domain names under the registrar's management will be deleted and its accreditation will be suspended without compensation of any kind.

Article 13 - Liability and Guarantee

The registrar expressly acknowledges that it is bound by a performance obligation in respect of NIC Monaco for all of its legal and contractual obligations. The registrar agrees to satisfy this performance obligation unreservedly.

The registrar expressly acknowledges that its acceptance of this performance obligation releases NIC Monaco from any consequences resulting from its activity as registrar, and that consequently NIC Monaco is held harmless against any legal action or other claim that may be brought in relation to the registration of any given domain name.

The registrar also declares that:

- It shall be responsible for any dispute or claim or any kind arising in relation to the registration and/or use of a domain name, such dispute or claim being directly attached to its activity and its obligations as a registrar;
- It is required and agrees to hold NIC Monaco harmless against any claim or demand made by a third party claiming that NIC Monaco has infringed their rights or breached statutory provisions or the Domain Name Charter;
- It shall cover any amounts that NIC Monaco may be required to pay, either under a court order or under the terms of an amicable settlement;
- It shall bear the costs incurred by NIC Monaco as a result of NIC Monaco's being joined to the proceedings, even where no direct claim is made against NIC Monaco and where the notice is served for the sole purpose of informing NIC Monaco or in the context of a claim aiming at obtaining a common judgment applicable to both of them;
- It shall cover the costs incurred by NIC Monaco as a result of any civil or criminal action that NIC Monaco may itself be required to bring in order to protect its interests and/or exclude its liability;
- It shall be party to any judicial or extrajudicial proceedings brought against NIC Monaco, either of its own accord or at NIC Monaco's request, and that, even where it fails to respond, NIC Monaco shall be entitled to claim from the registrar payment of all legal costs and fees incurred in the defence of its interests, which the registrar expressly accepts;
- The foregoing provisions apply even where there the registrar has not acted wrongfully or breached the terms of this Agreement, it being understood that the guarantee arises automatically from the registrar's accredited status and that NIC Monaco is not required to establish any breach or wrongful action;

- It waives any exclusion or limitation of liability against NIC Monaco.

This clause shall continue to apply in the event that this Agreement is held to be null and void, suspended, rescinded, or terminated.

Article 14 - Agreement on proof

Exchanges between NIC Monaco and the registrar may be conducted by electronic channels with messages sent to the addresses indicated by the parties.

Electronic documents sent between the parties shall be deemed authentic, provided they identify the persons concerned and are established and kept by NIC Monaco under reasonable conditions guaranteeing their integrity. In the event of disagreement between the parties, the information stored on NIC Monaco's servers shall be deemed authentic between the parties.

Article 15 - Supporting documents and record-keeping

The registrar is responsible for the information and/or documents it sends to NIC Monaco. It shall retain any documents given to it by its client.

It is the registrar's responsibility to send NIC Monaco the necessary supporting documents where required to do by the Network Information Centre. In all other cases, it shall send information and/or documents to NIC Monaco upon request under the terms of this Agreement.

The registrar shall be responsible for the conditions in which the data and documents in its possession are kept. NIC Monaco accepts no liability:

- Where information and/or documents cannot be sent;
- Where information and/or documents are sent, the evidentiary value of which is disputed.

Article 16 - Requests for information and/or documents made by the National Information Centre

For the application of this Agreement, NIC Monaco may at any time ask the registrar to send it one or more documents and/or items of information.

The registrar is required to send the information and/or documents requested within a period of seventy-two (72) hours. This period is reduced to forty-eight (48) hours in case of urgency.

NIC Monaco may request information and documents of any kind, provided they relate to this Agreement and the domain names managed by the registrar.

NIC Monaco may impose sanctions on the registrar until such time as it has complied with the request.

The request for documents in no way exempts the registrar from its obligations.

Article 17 - Collaboration

The parties agree to collaborate closely in the course of their relations and to perform their obligations in good faith.

They undertake to maintain active and on-going collaboration by sending each other all information and documents requested.

The registrar shall inform NIC Monaco of any difficulties it may evaluate in the light of its experience, during the performance of this Agreement, to enable them to be addressed as promptly as possible, thereby contributing to the security of the DNS zone.

The registrar shall cooperate and collaborate with NIC Monaco, and with other registrars where appropriate, to ensure that any request made by NIC Monaco regarding the administration of a domain name in the “.mc” DNS zone is satisfied, including requests to Lock, transfer, or Delete domain names.

Article 18 - Force majeure and unforeseen circumstances

Cases of force majeure or unforeseen circumstances cause performance of the Agreement to be suspended.

In addition to those generally accepted by case law and the courts of Monaco, force majeure events are considered to include, but are not limited to, the following: war, riots, fire, flooding, general or national strikes, occupation of NIC Monaco premises, exceptional bad weather, natural disasters, government restrictions, changes to laws or regulations, accident or illness of any kind, pandemics, terrorist attacks, power outages, partial or total outage of internet and more generally private or public electronic communications networks.

In the case of force majeure exceeding one (1) month in duration, the Agreement shall be terminated automatically unless otherwise agreed by the parties.

Article 19 - Confidentiality

The parties undertake to treat information of any kind on any media which comes into their possession in the performance of this Agreement as confidential.

This confidentiality obligation shall not apply:

- to the disclosure of required information in the database of the Network Information Centre’s website;
- where one of the parties is required to disclose such information in the course of court proceedings, on whatever grounds;
- where information is disclosed at the request of authorities (especially the *Commission de Contrôle des Informations Nominatives*);

- Where one of the parties is required to show evidence of accounting entries made under this Agreement to the tax authorities;
- Where information is disclosed to certified accountants and auditors who are bound by professional secrecy in respect of their registrar.

The provisions of this Article shall continue to apply even after the contractual relationship between NIC Monaco and the registrar has ended.

Article 20 - Intellectual property

All elements made available to the registrar, including but not limited to, the site, marks, drawings, models, images, texts, photos, logos, graphic charters, software, database, and domain names, are and shall remain the exclusive property of NIC Monaco.

NIC Monaco may freely dispose of the entirety of its intellectual property rights. It shall, as necessary, define the conditions in which the rights it holds to these various elements may be used by third parties, and shall inform the registrars accordingly. Unless specifically stipulated, use of such elements is strictly limited to the requirements of this Agreement.

The registrar shall observe the intellectual, industrial, literary, and artistic rights held by NIC Monaco. The registrar may not use and/or reproduce trademarks, logos, or other distinctive marks of NIC Monaco without its express prior permission.

Reproduction and/or representation of such elements, whether partly or wholly, is prohibited except with NIC Monaco's express permission.

Consequently, the registrar shall refrain from any action which could directly or indirectly infringe NIC Monaco's intellectual property rights.

This Agreement in no way transfers any intellectual property rights pertaining to elements owned by NIC Monaco to the registrar.

Article 21 - Personal data protection

In the course of the contractual relationship established between NIC Monaco and the registrar, for domain name operations, personal data are processed in two ways depending on the purpose of the processing:

- Personal data processing carried out by the registrar in order to provide “.mc” domain name services;
- Personal data processing carried out by NIC Monaco for the administration of the “.mc” DNS zone.

Each of the parties shall act as data controller for the processing operations it carries out. Each party shall also receive personal data processed by the other, for the purposes of its own processing.

When sending personal data to NIC Monaco, the registrar guarantees that:

1. It has complied with its obligations under personal data processing regulations applicable in Monaco, including:
 - The implementation of appropriate technical and organisational measures commensurate with the requirements of Monegasque regulations, to guarantee the rights of the data subject and to protect personal data from accidental or unlawful destruction, accidental loss, or unauthorised alteration, disclosure, or access, notably where the processing includes the sending of information via a network, and from any other form of unlawful processing,
 - The implementation of security measures ensuring an adequate level of security in view of the risks posed by the processing and the nature of the data to be protected,
 - The obligation to inform the data subjects and obtain their consent where necessary.
 - The implementation of fair and lawful methods of data collection and processing,
 - The consideration of the rights of data subjects over their personal data, including the rights of access, rectification, and objection,
2. The personal data processed may be lawfully disclosed to NIC Monaco;
3. NIC Monaco is free to use the personal data for the purposes of its activities and subject to compliance with statutory obligations;
4. The personal data communicated are accurate, complete, and if necessary up to date; appropriate measures must be taken to ensure that data that are inaccurate or incomplete for the purposes for which they were collected or processed are deleted or rectified. The registrar shall notify NIC Monaco of any rectification or deletion of personal data, pursuant to applicable regulations on the processing of personal data.

Personal data communicated by the registrar are subject to automated processing by NIC Monaco in accordance with personal data protection regulations applicable in Monaco.

The registrar undertakes to inform NIC Monaco immediately by email or fax in the event of an inspection by the personal data protection authority in the Principality of Monaco concerning data relating to domain names.

Where one of the parties outsources certain services, and where the outsourcer fails to meet their data protection obligations, the party responsible for the processing (i.e. the data controller) concerned shall remain fully liable to the other party for the performance of their outsourcer's obligations.

Where personal data are sent to a country that does not have an adequate level of protection as defined by Monegasque regulations (this includes where certain services are outsourced), the registrar guarantees that the level of protection of natural persons provided by Monegasque regulations is not compromised. Where the registrar is based in a country that does not have an adequate level of protection as defined by Monegasque regulations, the parties undertake to provide sufficient guarantees as to ensure that the rights and freedoms of the data subjects are protected.

Article 22 - Administrative formalities - Permits

Each party is required respectively to ensure that they have obtained all of the administrative permits necessary to carry out their functions.

The registrar must be accredited by the Network Information Centre.

Article 23 - Promotion - Publication

NIC Monaco publishes, on its website, information provided by the registrar about its registration services. The registrar bears sole liability for the accuracy of the information provided.

Under no circumstances shall actions or formalities undertaken by NIC Monaco be considered as granting accreditation or approval.

NIC Monaco does not promote the registrar's services and may not be involved or mentioned in any promotional and/or advertising campaign.

Article 24 - Outsourcing - Reseller

The registrar may outsource all or part of its services, or enlist the services of a reseller, but shall in all circumstances remain liable for the proper performance of this Agreement. In this case, the registrar shall remain the sole point of contact for NIC Monaco.

Article 25 - Insurance

Each party declares that it is insured against damage caused by actions for which it may be held liable under this Agreement, with an insurance company that is known to be solvent and approved to operate in the Principality of Monaco.

For the duration of the Agreement, NIC Monaco may ask the registrar to produce a certificate of insurance for the period concerned. Should the registrar fail to produce this certificate within one (1) month of being asked to do so by NIC Monaco, the latter may, ipso jure and by exception to the provisions of Article 27, terminate the Agreement with immediate effect on the grounds of breach of contract by the registrar. In this case, the registrar shall not be entitled to claim compensation of any kind whatsoever.

The registrar shall remain solely liable to NIC Monaco for the conduct of its outsourcers, and undertakes, for the duration of the Agreement, to ensure that its outsourcers hold adequate valid insurance cover for their services and the risks incurred. The registrar shall also be required to take any measures necessary to establish additional guarantees, in the event that the coverage initially taken out should be exhausted, and to maintain these guarantees for the duration of the Agreement.

Article 26 - Penalties

Should the registrar breach any of its obligations, NIC Monaco may impose the following penalties:

- **Email warning:** the warning is a minor penalty. It is intended to remind the registrar of its obligations,
- **Temporary suspension of operations:** temporary suspension is imposed for breaches more serious than those which warrant a warning. If temporarily suspended, the registrar may no longer carry out any administrative actions on the domain names under its management, or register any new domain names. Temporary suspension does not affect the payment of sums owed to NIC Monaco by the registrar.

The penalty imposed by NIC Monaco is proportionate to the seriousness of the breach(es) observed.

Penalties are independent of one another and are not considered as required steps in any procedure.

NIC Monaco will send a registered letter with advice of receipt to the registrar, notifying it of the breach(es) observed, and the penalty or penalties to be imposed:

- The registrar will then have a period of one (1) month in which to respond and present its observations:
- The penalty applied may or may not be adapted, depending on the registrar's response;
- Where the registrar fails to respond, it shall be deemed to have accepted the penalty.

In case of behaviour detrimental to the quality of service provided by NIC Monaco to its clients, NIC Monaco will contact the registrar concerned.

It will inform the registrar of the situation and any emergency measures taken, and ask the registrar immediately to make such corrections as may be necessary to restore the situation to normal.

Article 27 - Termination

In the event of a serious or repeated breach by the registrar of any of its obligations, which is not remedied within the deadline set by NIC Monaco, NIC Monaco shall be entitled ipso jure to terminate the Agreement by sending a registered letter with advice of receipt after a notice period of fifteen (15) days.

The registrar may contact NIC Monaco at any time to put its situation in order.

Where domain names are transferred, from a registrar whose Registration Agreement has been terminated for breach of contract (the “original registrar”), to another registrar (the “alternate registrar”), the Registration Agreement of the original registrar will be terminated ipso jure where:

- These registrars share an identical director or directors, and;
- The director(s) has/have not paid all sums due to or claimed by NIC Monaco for whatever reason.

Article 28 - Non-renewal of the Registration Agreement by the registrar

The registrar may terminate this Agreement by sending a registered letter with advice of receipt to NIC Monaco:

- When the Agreement and/or the pricing of “.mc” domain name operations is/are revised. In this case, termination will take effect after thirty (30) days.
- Before the end of the current contract period, subject to thirty (30) days’ notice, by notifying NIC Monaco that it does not wish to renew the Agreement.

Article 29 - Cessation of contractual relations

In the event that contractual relations with the registrar should cease for whatever reason (total or partial cessation of business, insolvency proceedings, business sale, termination, etc.), NIC Monaco shall delete its name from the list of registrars published online on the date on which the contractual relationship ends.

The registrar undertakes to inform its clients that they are required to choose a new registrar for all of the orphaned domain names they hold.

The registrar must ensure that the domain names that it manages under the Agreement are migrated by the date on which the contractual relationship ends.

In the event that the Agreement expires or is terminated for whatever reason, the client shall be entitled from the registrar all information needed to enable them to prepare to migrate the orphaned domain names.

The registrar assumes full liability for any claims and actions brought by its clients.

NIC Monaco shall under no circumstances contact the registrar's clients to inform them of the situation and ask them to choose a new registrar.

The cessation of contractual relations, for whatever reason, shall result in immediate payment of all sums due, including any penalties previously incurred.

As from the cessation of contractual relations, the registrar undertakes to return all documents provided by NIC Monaco and to refrain from using them. Within fifteen (15) days of the cessation of contractual relations, the registrar shall undertake to destroy all of the documents provided. Furthermore, the registrar undertakes not to use any logo, trademark, or other distinctive mark of NIC Monaco or the Government of Monaco.

De-accreditation takes effect automatically and without notice in the event that the Registration Agreement is terminated or not renewed.

Article 30 - Assignment

The Agreement, together with the rights and obligations arising herefrom, may under no circumstances be assigned to third parties whether partially or wholly, for valuable consideration.

Article 31 - Non-waiver

Where one of the parties fails to enforce any clause of the Agreement, whether permanently or temporarily, this may under no circumstances be considered a waiver of that party's rights under the clause concerned.

It is expressly agreed that any tolerance or waiver by either party regarding the enforcement of all or part of the obligations under this Agreement, regardless of the frequency or duration thereof, shall not imply any amendment to the Agreement, or confer any right.

Article 32 - Severability

Should any of the stipulations herein be considered null or void, this shall not affect the other stipulations which shall maintain their full validity and scope.

If any provision of this Agreement is held to be null and void, it shall be deemed unwritten. This shall not cause the Agreement or the other provisions to be null and void, and these shall maintain their full validity and scope.

Article 33 - Titles

Article or clause titles are shown for information purposes only. They have no contractual value. In case of difficulty in interpretation between the titles of articles or clauses and the text of their content, the text shall prevail.

Article 34 - Independence of the parties

This Agreement is not to be treated as a representation agreement or commercial agency agreement, nor as an agreement to form a company, partnership or consortium. Furthermore, the parties shall each remain solely liable for their respective actions, claims, undertakings, services, products, and personnel.

Article 35 - Notice

All notices given under this Agreement shall be sent by email and confirmed by the sending of a registered letter with advice of receipt to the addresses indicated by the parties at the top of this Agreement.

Each party must send the other party notice of any change of address.

Article 36 - Applicable law - Jurisdiction

This Agreement is governed exclusively by the laws and regulations of Monaco. The courts of Monaco shall have exclusive jurisdiction to hear any disputes arising in relation hereto.

Article 37 - Language

The Agreement is drafted in French. Where it is translated into another language, the French version shall prevail in the event of conflicting interpretation between the different language versions.

Article 38 - Revision

The terms of the Agreement may be revised as necessary by Ministerial Decree at the initiative of NIC Monaco.

Unless expressly refused by the registrar within thirty (30) days of the new Agreement being made available, the new terms shall apply automatically.

Annex 2 of Ministerial Decree No. 2022-38 of 21 January 2022 implementing Article 20 of Act No. 1,383 of 2 August 2011 for a digital Principality, amended, on domain names.

Fee schedule of operations on .MC domain names

Applicable from 1 January 2022.

Concerning “.mc” and all extensions managed by NIC Monaco
Prices are shown in euros and inclusive of tax.

Annual fees per domain name

Registry	Domain names			
Registrar membership (**)	Creation (*), Renewal (**)	Assignment (***), Forced transfer (***)	Transfer to a new provider (***)	Restoration after deletion
€ 500	€ 10	€ 10	€ 10	€ 10

(*): Does not apply to extensions no longer accepting new domains.

(**): Billed on the anniversary date.

(***): Payable by the new provider.

Membership is billed annually on the anniversary date of the Registration Agreement for the coming year. For existing domain names or registrars already accredited, billing will begin twelve (12) months after publication in the “Journal de Monaco”. Unless otherwise requested, registered domain names will be renewed automatically on the anniversary date.

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