



.COM.DE Domain Name Registration Policy

Version 1.1

This Policy shall apply to the Domain Contract between CentralNic Ltd. (hereinafter, referred to as the „Registry“) and the Registrant, who wishes to register a .com.de Domain Name.

1. Domain registration / Contractual relationship

- a.** The Registry is the registry operator of third level Domain Names under the “.COM.DE” Domain Name.
- b.** Registrants can either submit applications for Domain Names to the Registry directly or through a Registrar, who is accredited with the Registry or. The Registrar acts on behalf of the Registrant. The Registry accepts the application with the successful completion of the registration of the Domain Name. The Registry reserves the right not to accept applications at its exclusive and sole discretion. The Registry is not obliged to inform the Registrant on the outcome of the application process, but may choose to do so.
- c.** By applying for and registering .COM.DE Domain Name(s) the Registrant enters into a direct agreement with the Registry. This Policy, as well as other Policies referred to in this policy, or otherwise agreed upon with the Registrant, are part of the agreement and shall apply to all services provided by the Registry.
- d.** Domain Names are registered on the basis of the „first come, first served“ principle, unless otherwise stated in this or other applicable policies. The availability of a Domain Name can be checked by means of a whois lookup at <https://www.centralnic.com/names/domains/whois>).
- e.** The Registrant hereby expressly acknowledges and accepts that the Registry shall be entitled (but not obliged) to reject an application or to delete, revoke, cancel or transfer a Domain Name Registration:
 - where the application or registration is not in compliance with any other provision of this policy; or
 - the domain name the application relates to is already registered and/or blocked. The Registry has the right to exclude certain domain names from registration. Applicants do not have a right to inspect these lists, which the Registry may amend from time to time at its sole and exclusive discretion
 - to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .COM.DE domain extension; or
 - in order to comply with applicable laws, regulations, any decision by a competent court or administrative authority; or
 - to avoid any liability on behalf of the Registry, its affiliates, directors, officers, employees, subcontractors and/or agents.
- f.** If the application for registration of a domain name is made through a Accredited Registrar, it is the Accredited Registrar’s responsibility to administer the Domain Name. All correspondence by the Registrant addressed to the Registry shall be made through the Accredited Registrar. The Registry may choose at its discretion to communicate with the Registrant directly or via the Accredited Registrar.



2. Technical and Syntax Specifications for .COM.DE Domain Names

Every Domain Name must meet the following technical and syntax requirements:

- the Domain Name must consist exclusively of the letters A-Z (case insensitive), the hyphen character, and the numbers 0-9;
- the Domain Name cannot begin or end with a hyphen;
- Internationalized Domain Names (IDNs) must comply with the IDN policy published at <https://www.centralnic.com/names/domains/idn#rules>
- the Domain Name can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an internationalized Domain Name containing characters referred to above;
- the first label of the Domain Name must be between 1 and 63 characters.

3. Duties of the Registrant

- a. By applying for a Domain Name, the Registrant expressly states that the Domain Name does not infringe upon any third party rights, applicable laws, regulations or policies and that the Registrant is entitled to apply for the Domain Name.
- b. Further, it is the Registrants duty to provide accurate data and during the application and keep this information accurate and up to date.
- c. The Registrant is obliged to ensure that neither the use of the Domain Name or content or services offered thereunder infringe upon third party rights, applicable laws, regulations or policies.

4. Procedures for disputes with third parties / Associated Fees

- a. The Registrant should note that any violation of applicable laws, regulations or policies also constitutes a violation of this policy entitling the Registry to impose the given sanctions on the Registrant.
- b. If the Registry and / or the Admin-C or any other party involved in the registration of the com.de domain name is directly contacted by a third party because of alleged violations of law, the Registry will notify the Registrant in accordance with clause 1 f. Correspondence is predominantly forwarded by e-mail. Such correspondence sent by the Registry to the Registrant via e-mail is deemed to have been delivered.
- c. The Registrant will process and reply to all correspondence forwarded by the Registry without delay, and at least within 48 hours, unless a third party has set a shorter period or there is other specific need for speed. Should the Registrant fail to reply within this time limit, the Registry is entitled to stop the Domain Name from resolving via the DNS, have it deleted and/or to terminate the respective agreement. In urgent cases, the Registry is entitled to stop the Domain Name from resolving via the DNS, have it deleted and/or to terminate the respective agreement without prior notification or warning. This applies specifically to violations of criminal law and/or violations of youth protection law.
- d. With his response, the Registrant must state whether he wishes cure the alleged breach or to defend against the third party allegation. If the Registrant wishes to defend against the claims, he must provide the Registry with a financial security at request. The amount of the security will be determined at sole discretion of the Registry based on the financial risk for the parties involved. The security must be paid in cash or guarantee by a major bank or savings bank, and is used to secure the Registry's claims of indemnification. If the

Registrant fails to provide financial security or if the Registry deems the respective third party claim as urgent, clause 4 c does apply.

- e. Notwithstanding the regulations above, the matter is settled when the Registrant evidences to have cured the breach within the deadline given. Where required by third parties or otherwise appropriate, the Registry may make the provision of services dependent on the execution of a cease and desist declaration and settlement of all associated claims. If the Registrant fails to do so, clause 4 c does apply.
- f. The Registry is not obliged to examine or monitor if the registration of the Domain Name or the content or services offered through the Domain Name is infringing third party rights, applicable laws, regulations or policies. However, in the event the Registry determines that the Domain Name or content or services offered through the Domain Name may infringe upon third party rights, applicable laws, regulations or policies, the Registry is entitled to initiate the aforementioned procedure. Should the Registrant fail to provide a sufficient response within the time limit mentioned in the above section e, the Registry or the competent Accredited Registrar is entitled to stop the Domain Name from resolving via the DNS, have it deleted and/or to terminate the respective agreement. In urgent cases, the Registry is entitled to take the aforementioned sanctions without prior notification or warning. This applies specifically to violations of criminal law and/or violations of youth protection laws.
- g. The Registry is entitled to charge the Registrant the costs associated with the above procedures based on the German Lawyers' Remuneration Act (Rechtsanwaltsvergütungsgesetz – RVG).

5. Domain Transfers

- a. It is possible for the Registrant to transfer administration of the domain from the Registry to an Accredited Registrar or vice versa and also from one Accredited Registrar to another (known as a “provider change”). The Registry is using a system of domain transfer codes (also called EPP codes, authInfo codes, or transfer codes) to improve the security of domain transfers, and reduce the risk of hijacking. Only the Registrant is able to initiate an domain transfer, as the transfer code will only be provided to him by the Registry or his current Accredited Registrar. More Information on domain transfers are located at: <https://www.centralnic.com/names/domains/authcode>.
- b. If the current Registrant chooses to transfer the domain to a new domain holder, the following procedure does apply. The Registry registers the domain in the name of the future domain holder once the Registrant has terminated his contract, unless, for legal reasons, termination is superfluous and provided that the future domain holder also submits an application in accordance with this policy to register the Domain Name in question. Along with the submission of the domain application, the future domain holder can, in addition, transfer the administration of the Domain Name to an Accredited Registrar of his choice or directly to the Registry. Clause 6 b does apply.

6. Term and Termination

- a. The registration agreement is concluded for an indefinite period. It is possible for the Registrant to terminate it at any time without prior notice.
- b. The Registry is entitled to terminate the registration agreement for important reason, amongst others in the event that:

- the Registrant fails to pay the domain charges or other fees or costs according to this Policy despite receiving a formal warning accompanied by a reasonable deadline for compliance; or
 - the registration of the Domain Name or content or services offered thereunder infringe upon third party rights, applicable laws, regulations or policies; or
 - the Registrant has persistently breached substantial contractual duties and has remained in breach of them despite receiving a formal warning accompanied by a reasonable deadline for compliance; or
 - the information supplied to the Registry regarding the Registrant is incorrect; or
 - it is impossible to establish the identity of the Registrant from the information supplied.
- c. This will result without further notice in a deletion of the respective Domain Name. The Registrant is made aware of the fact, that the Registry does not provide a grace period.
- d. The Registry will not refund any domain charges already paid to it.

7. Renewals and Forfeiture

Domain Names are registered for a finite period of time. The Registrant will receive reminders prior to the expiration of a Domain Name as reminder to renew a Domain Name. If the Registrant fails to renew a specific Domain Name in a timely fashion, the registration in question will expire and the Registry may delete it. The Registrant acknowledges and agrees that his right and interest in a Domain Name ceases upon its expiration and that any expired Domain Name may be made available for registration by a third party.

8. Liability / Indemnification

- a. The Registry is only liable if an essential contractual obligation (substantive requirement) is infringed, or in the event of intent or gross negligence.
- b. In case of mild negligence, liability is limited to the value of the typically predictable damages at the time of conclusion of the agreement.
- c. This is without prejudice to liability for warranted characteristics, personal injury or other binding statutory provision.
- d. The Registrant is obliged to indemnify the Registry and all parties involved in the registration of the Domain Name without regard to fault from any disadvantages including the costs of appropriate legal action in connection with third party claims. This covers justified and unjustified claims and extrajudicial claims. If claims for damages arise against third parties, the Registry and / or other party involved in the registration of the Domain Name shall assign these in exchange for compensation for the disadvantages suffered.

9. General

- a. Venue is the Registry's seat.
- b. German law applies with the exclusion of norms referring to other jurisdictions.



- c.** The parties agree England and Wales as the venue for all disputes arising out of, about or in connection with the present policy where the Applicant is a merchant, a legal entity under public law or a special fund under public law. However, the Registry is entitled to apply to the competent court for the Applicant's seat instead.