

## ANNEX .DE – SPECIAL CONDITIONS FOR THE .DE ccTLD

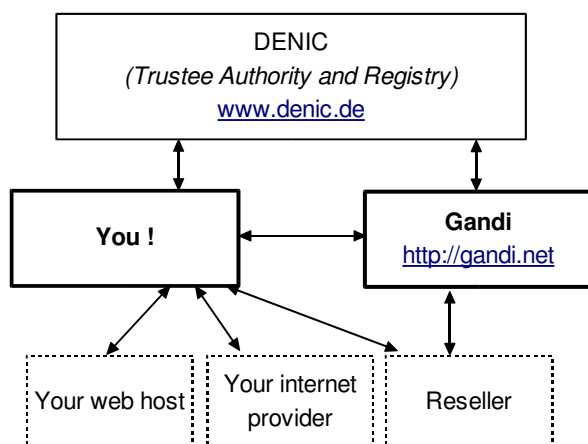
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .DE domain name implies Your acceptance of and compliance to the special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in our [General Terms and Conditions](#) for Domain Name Registration. Specifically, “You” refers to the owner of the domain name, and “We” designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

### Section .DE.1. Trustee Authority and Registry

.DE is the official country code Top-Level-Domain (ccTLD) of Germany. The following diagram presents the parties involved in the management of this ccTLD:



You can view the information and special rules of each party involved by clicking on the respective links. The owner of a .DE domain name enters into a direct contractual agreement with the Registry (DENIC), and with the Registrar/Denic Member (GANDI).

### Section .DE.2. Registration Terms and Conditions

When You apply to register a .DE domain name, You acknowledge that you have fully understood, and that You certify to have full knowledge of and that you agree to abide by all the rules and specific conditions pertaining to the registration of .DE domain names, as defined by the .DE Registry DENIC, and which may be viewed at the following addresses:

- Terms & Conditions: <http://www.denic.de/en/bedingungen.html>
- Guidelines: <http://www.denic.de/en/richtlinien.html>

These contracts are binding between You and the .DE Registry. The special conditions contained herein do not replace these Rules, but rather form part of them. You acknowledge to have fully understood and accepted these Rules on Our Website.

### Section .DE.3. Special requirements

.DE special requirements are available on: <http://www.gandi.net/domain/de/info>

The .DE domains are restricted to individuals or legal entities who have an address in Germany.

To apply to register for a .DE domain name, You must abide by the following conditions:

- You must provide a valid address (not a Post Office Box) located in Germany for the owner and/or administrative contact. If You do not have a valid address in Germany, **Gandi will automatically provide You with a local Administrative Contact (hereafter called the “Trustee”)**, in compliance with this contract, particularly the section .DE.4 hereafter
- You must provide wholly accurate and up-to-date contact information
- You must specify nameservers (DNS) that are correctly configured for the domain name that You intend to register, according to the Registry's “[zonecheck](#)” standards
- You agree to the contracts that bind You to both DENIC and Gandi.

Please also note that:

- the registration term is 1 year;
- to avoid any deletion of the domain name, the renewal must be paid, and funds cleared, no later than the Expiration date;
- **a domain name that is linked to invalid servers (DNS) will be deactivated for 30 days, and will be subsequently deleted** by the Registry
- some words are prohibited for domain name registration, particularly the endings of existing Top Level Domains (such as “.com.de”) or the abbreviated geographical designations used for vehicle registration number plates in Germany
- providing invalid, false, or inaccurate information can lead to the deletion of Your domain name by DENIC.

### Section .DE.4. Gandi's Administrative Contact Trustee service

The use of the Administrative Contact Trustee service, provided by Gandi, is optional (automatically allotted to Your domain name if You do not provide an Administrative Contact that is compliant with the Registry's Rules), and is authorized only if Gandi is Your current Registrar, provided that You comply with Our General and Special Terms and Conditions. **Therefore, if You wish to transfer Your domain name to another Registrar, You must have previously designated another valid Administrative Contact.**

In the event that the Trustee receives a summons and/or complaint regarding Your domain name, the Trustee shall only be obliged to acknowledge receipt, and to refer the case to You, to the e-mail address that is associated with the owner (Registrant) Contact of Your domain name on the date of receipt, or in any other format associated with the Registrant's contact data. You also acknowledge that We will not be held liable for any delay in

the transmission of information in application of this agreement.

You are, as the domain name owner, solely liable for the choice and the use of Your domain name. Gandi, as well as the Trustee provided by Gandi if applicable, shall have no liability in that respect. You agree to indemnify and hold harmless Gandi and any Trustee provided by Gandi for any consequence and/or conviction resulting from a dispute relating to Your domain name. Such obligation shall survive the term of this agreement.

**Gandi may, at any time, terminate its Trustee service.** We will then notify You of this termination, by e-mail.

**You will then be under the obligation to designate, in a timely manner, another local Administrative Contact. Failure to do so will result in a material breach the Registry Rules which would lead to the deletion of the domain name,** without any right of claim to refund, and without Gandi's liability being incurred.

In compliance with Our own contractual obligations, the following conditions, that You acknowledge to have fully understood and accepted, shall apply.

#### **Section .DE.4.1. Your obligations to Gandi's Administrative Contact Trustee service**

- a) You warrant that Your choice and Your use of the domain name will not infringe upon the rights of third parties (trademark rights, rights to a name, copyrights...), that it will not violate any legal regulations (particularly of France and Germany) or offend common decency.
- b) You shall immediately inform Gandi in writing (by mail, fax or e-mail) of any complaint You might receive regarding the registration and/or use of the domain for which You use Gandi's Trustee service. In case of change of ownership of the domain name, You must inform the new owner of the specific rules concerning the Trustee for this domain name, and the new owner must then designate his new local Administrative Contact.

c) **You agree to reply** in detail to any and all inquiries by the Trustee contact regarding the domain name, by mail, fax or e-mail, immediately but at the latest within **48 hours**. This time period may be further reduced if it is legally curtailed by a third party (claimant, court, etc.);

- d) You must maintain Your contact data up-to-date at all times and you explicitly authorize Gandi to make the contact data available to the Trustee.
- e) If We cannot contact You via the contact information that You have provided, particularly Your e-mail address, or if You do not reply to Our notification related to Gandi's Trustee service within the time limit granted to You, this shall represent a material breach of this Agreement, and **the Trustee shall be entitled to take all necessary measures, in particular the release of the domain to the Registry (which shall result in the deactivation of all technical services associated with the domain), and/or the deletion of the domain name.**

#### **Section .DE.4.2. Resolution of disputes with third parties**

Should the local Administrative Contact, either directly or in their capacity as Trustee for your domain, is contacted by a third party demanding deactivation or deletion of the domain, You shall, within the above time limit (**48 hours**, or less in some cases), declare in writing Your intention to release or defend the domain.

- a) Should You agree to release the domain, the Trustee will declare the deletion of the domain to the Registry, and will inform the complainant. This declaration shall terminate Our Administrative Contact Trustee service. A separate notice of termination is not required.
- b) **If You do not reply to Our notification, the Trustee shall be entitled to release the domain to the Registry (TRANSIT status, which will result to the deactivation of all the technical services associated with the domain name) and/or to delete the domain,** and cease to act as the Trustee with the Registry for this domain, without any right of claim by You to refund or indemnity.
- c) If You inform of Your intention to defend the domain, You shall post a collateral bond with the Trustee within 2 days in the form of a cash bond in Euros or a written guarantee by a German or Austrian retail or savings bank. The value of such bond shall be determined at the reasonable discretion of the Trustee, and is deposited in escrow, to secure any court or legal fees that may be incurred by the Trustee. In addition, within 2 days, You shall designate legal counsel, who will represent You to third parties both in and out of court. **Failure to comply with these obligations constitutes material breach of this Agreement and the Trustee shall be entitled to release the domain to the Registry (TRANSIT status, which will result by the deactivation of all the technical services associated to the domain) and/or to delete the domain,** and cease to act as the Trustee with the Registry for this domain, without any right of claim by You to refund or indemnity.

#### **Section .DE.4.3. Contraventions**

In case that Gandi, or the Trustee, establishes that the domain name, and/or Your use of the domain name (particularly the contents available on the possible associated website(s)) **contravenes applicable law, notably legislation in France and Germany, and in particular criminal or penal law, then Gandi and/or the Trustee shall be entitled to delete the domain name without notice or warning,** and to immediately terminate Gandi's Administrative Contact Trustee service, without any right of claim by You to compensation or refund, and You may be liable to pay damages in case of prejudice, in addition to any fines or penalties prescribed by legislation in force.

#### **Article .DE.4.4. Liability and compensation**

You shall indemnify the Trustee from all costs, damages and prejudices arising from third parties asserting claims (justified or false, judicial or extra-judicial) on the grounds of the domain registration and implicating, in whole or in part, the Trustee. This indemnity remains in force independently of any negligence or fault.

In the event that such a claim is determined to be unjustified, the Trustee undertakes to refund any bond or indemnity that You may

have previously paid, but shall be entitled to retain compensation for any costs incurred.

#### **Section .DE.5. Storage of contact information**

You accept that the .DE Registry can access Your personal data and may display this data in the public [Whois](#) database.

#### **Section .DE.6. Pricing**

Our prices can be viewed on:

<http://www.gandi.net/domain/price/detail/de/>

DENIC .DE prices may be viewed on the following address, which You agree to have read and understood:

<http://www.denic.de/en/preisliste.html>,

In the unusual event that Gandi would have to release Your domain name to DENIC Registry, You agree to comply with the above DENIC's prices, until You choose another DENIC Member (Registrar) to manage Your domain name. As long as Your domain name is managed through Gandi, Your obligation to pay DENIC for Your domain name is waived.

#### **Section .DE.7. Dispute resolution policy**

Domain name disputes are handled directly with the registry (DENIC):

<http://www.denic.de/en/domains/recht/dispute-eintraege/index.html>

In the event that any third party exerts their claim to a domain which is already registered, then that party must provide DENIC documented evidence of their right to such claim, and evidence demonstrating that they had already attempted contact directly with the domain holder. If both of these requirements are met, then DENIC reserves the right to place a DISPUTE status on the domain name, thus preventing a holder or registrar change until the dispute has been resolved.

#### **Section .DE.8. Transfer (change of Registrar)**

Before requesting the transfer of the domain, please be sure that You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name does not expire soon (We recommend that You start the transfer request at least one month before the domain's expiration). An e-mail validation is required to complete the transfer.

#### **The transfer does not change the domain's Expiration date.**

Trade (changing the owner during a Registrar transfer) is not available.

In accordance with DENIC's technical specifications, it is not possible to set a Transfer Prohibited status on a .DE domain name.

#### **Section .DE.9. Deletion Process**

There is no suspension period. The domain name shall be deleted by Gandi one day after the Expiration date. It is not possible to restore a .DE domain name.

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