

## ANNEX .HAMBURG - SPECIAL CONDITIONS FOR THE .HAMBURG TLD

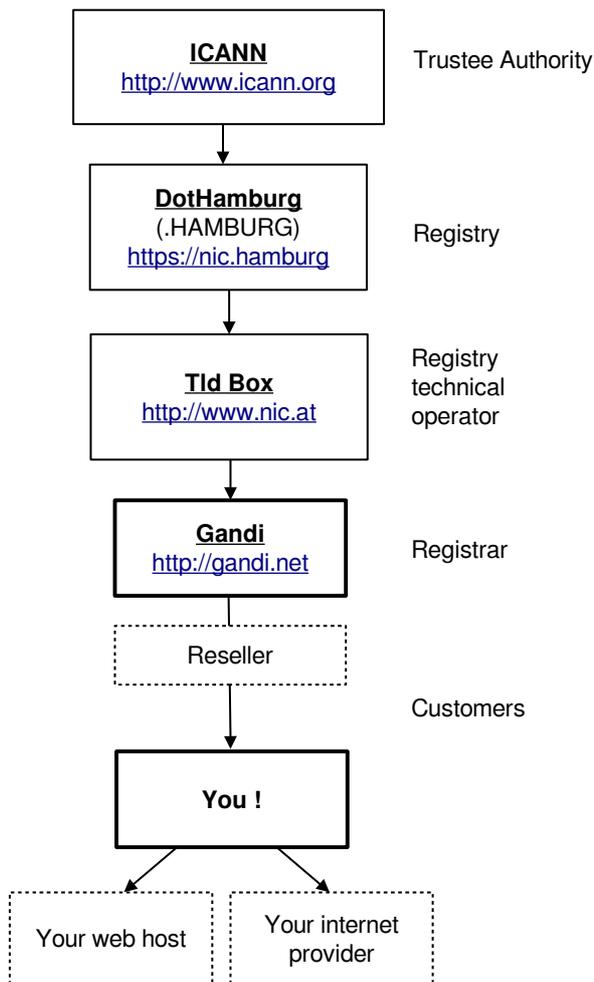
version 1.1 – February 14th, 2017

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .HAMBURG domain name implies the acceptance of and compliance to the present 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](#) of 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 .HAMBURG.1. Trustee authority and Registry

.HAMBURG is a generic Top-Level-Domain (gTLD) dedicated to promote the city of Hamburg in Germany. The following diagram presents the various parties involved for the .HAMBURG TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

### Section .HAMBURG.2. Registration terms and conditions

When You apply to register a .HAMBURG 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 of .HAMBURG domain names, as defined by ICANN and dotHamburg and which may be viewed at the following pages:

- Registration Policy: [https://nic.hamburg/uploads/user\\_upload/150604\\_HAMBURG\\_Registrationsrichtlinien.pdf](https://nic.hamburg/uploads/user_upload/150604_HAMBURG_Registrationsrichtlinien.pdf) (English version)

[https://nic.hamburg/uploads/user\\_upload/150604\\_HAMBURG\\_Registrationsrichtlinien.pdf](https://nic.hamburg/uploads/user_upload/150604_HAMBURG_Registrationsrichtlinien.pdf) (German version)

- Anti-Abuse Policy: [https://nic.hamburg/uploads/user\\_upload/HAMBURG-Anti-Abuse-Policy.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-Anti-Abuse-Policy.pdf) (English version)  
[https://nic.hamburg/uploads/user\\_upload/HAMBURG-Anti-Abuse-Richtlinien.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-Anti-Abuse-Richtlinien.pdf) (German version)
- Whois Policy: [https://nic.hamburg/uploads/user\\_upload/HAMBURG-Whois-Policy.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-Whois-Policy.pdf) (English version)  
[https://nic.hamburg/uploads/user\\_upload/HAMBURG-Whois-Richtlinien\\_1.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-Whois-Richtlinien_1.pdf) (German version)
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .HAMBURG Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our website.

The contract between ICANN and the .HAMBURG Registry is available at the following address:

[www.icann.org/en/about/agreements/registries/hamburg](http://www.icann.org/en/about/agreements/registries/hamburg)

The Registry is a third party beneficiary of this agreement, entitled to enforce its rights vested by the registration agreement. The realm of these rights encompass compliance, validation, security, URS/UDRP or misuse/abuse cases or issues are concerned. The rights in these cases or issues vested in Registry as beneficiary of the registration agreement shall survive the termination or expiration of the said registration agreement

### Section .HAMBURG.4. Special requirements

.HAMBURG special requirements are available at:

<http://www.gandi.net/domain/hamburg/info>

.HAMBURG domain names are open to any natural person, legal person, organization or association of persons, if they can demonstrate that they have an economic, cultural, historical, social or any other connection to the metropolitan area of Hamburg verifiable by:

- their residence or second home, office or place of business, a branch or permanent establishment in the metropolitan area of Hamburg, or
- a contact listed in the Whois database with a domicile in the metropolitan area of Hamburg, or
- other appropriate proof e.g the certification by an employer to enroll at a school or college, or birth certificate

The administrative contact of the domain names in .HAMBURG must be a natural person who is authorized to act for the owner of the domain and who is authorized and obliged to make binding decisions concerning the affairs of the domain.

→ **Conditions for the content and use of .HAMBURG domain names:**

Moreover, the domain name must be **put in use within 12 months of registration.**

If You set up a website which can be reached via the registered domain name, the content of this site must be directly related to Your eligibility and the objective of .HAMBURG.

The .HAMBURG Registry retains the right, as its own discretion, to check the registration of domains as well as Your eligibility and the compliance with .HAMBURG rules.

→ **Failure to comply with the eligibility criteria:**

If the details You provide during registration are incomplete and do not allow a check to be made, the Registry will inform You as well as Gandi. You have the option, within 14 days, to correct Your information with the Registry or Gandi.

If despite being notified, You do not comply with the conditions of registration, the domain name will be deleted.

If the domain name is deleted due to Your failure to comply with the conditions of registration, any registration fees already paid will not be reimbursed.

You are solely responsible for always complying with all the requirements in the registration guidelines.

### **Section .HAMBURG.8. Reserved names**

Some words are reserved or prohibited, in particular:

- ICANN reserved names:  
<http://www.icann.org/en/about/agreements/registries/hamburg> (specification 5. schedule of reserved names),
- Reserved Domain Names Policy:  
[https://nic.hamburg/uploads/user\\_upload/HAMBURG-Reserved-Domain-Names-Policy.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-Reserved-Domain-Names-Policy.pdf) (English version)  
[https://nic.hamburg/uploads/user\\_upload/HAMBURG-Richtlinien-reservierte-Domains\\_1.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-Richtlinien-reservierte-Domains_1.pdf) (German version),
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

### **Section .HAMBURG.9. Registration term**

The registration term is from 1 to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date.**

### **Section .HAMBURG.10. Pricing**

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/hamburg>

“Premium” domain names are subject to specific prices as displayed on Our interface during Your order.

### **Section .HAMBURG.11. Storage of contact information**

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

### **Section .HAMBURG.12. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .HAMBURG domains that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:  
<http://www.icann.org/udrp>
- explanations:  
<http://www.icann.org/en/udrp/udrp.htm>
- Policy:  
<http://www.icann.org/en/dndr/udrp/policy.htm>
- Rules:  
<http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers:  
<http://www.icann.org/en/dndr/udrp/approved-providers.htm>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

The Registry has also adopted the ERDRP (Eligibility Requirements Dispute Resolution Policy ) procedure applicable to disputes relative to eligibility requirements, that You agree fully abide by:

[https://nic.hamburg/uploads/user\\_upload/HAMBURG-ERDRP-Policy.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-ERDRP-Policy.pdf) (English version)  
[https://nic.hamburg/uploads/user\\_upload/HAMBURG-ERDRP-Richtlinien.pdf](https://nic.hamburg/uploads/user_upload/HAMBURG-ERDRP-Richtlinien.pdf) (German version)

You acknowledge that You have fully understood the ICANN PDDRP (Post-Delegation Dispute Resolution Procedures) rules :

<http://newgtlds.icann.org/en/program-status/pddrp>

### **Section .HAMBURG.13. Transfer (change of Registrar)**

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

The registrant taking over a domain name must himself or herself comply with all of the requirements in the registration guidelines.

The Registry has set-up an appeal procedure to block the transfer of a domain name to a new registrant. The appeal procedure features are depicted on the policies of the Registry.

### **Section .HAMBURG.14. Ownership change**

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

## **Section .HAMBURG.15. Deletion process**

**Upon the Expiration of the domain**, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

## **Section .HAMBURG.16. Registrant representations and guarantees**

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

By submitting a registration or modification request You acknowledge that:

- You are entitled to register the domain name,
- that the domain name does not violate or encroach on the rights of any third parties,
- that the domain name and its intended use do not violate the provisions and/or law and/or regulations of the European Union, the Federal Republic of Germany or other relevant laws,
- that You have not registered or will use the domain name for abusive, speculative or anti-competitive purposes, and that You have checked this,
- You must immediately correct and update the registration information for the registered domain name during the registration term.

You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

You must report any material changes to the validity of Your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD in order to ensure You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

You also agree not to register domain names:

- through which the incorrect impression could arise that it concerns a domain name, content or service provided by Hamburg's public authorities,
- using abbreviations, new combinations, incorrect spellings, with additions, separated by punctuation or other variations which correspond to terms or combinations of terms used by Hamburg's public authorities,
- which violate ethical principles or criminal law (unlawful domains, racist domains, domains glorifying violence or inciting hatred or liable to corrupt the young, indecent, insulting or otherwise immoral domains) or which endanger Hamburg's reputation,
- which contains words or fragments of words which as generally, objectively perceived, could be felt to be indecent. This includes

above all swear words, invectives and racist words or words or part of words which could violated ethical, religious or moral sensibilities.

You commit Yourself to indemnify, to the maximum extent permitted by Law, defend and hold harmless the Registry, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable lawyer fees) arising out of or relating in any way to Your domain name registration and use. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

## **Section .HAMBURG.17. Exclusion of liability and actions of the Registry**

You expressly acknowledge that the Registry is entitled to block domains which do not correspond to the registration guidelines and, by adding to the gTLD deletion cycle, to initiate the deletion or transfer them if:

- the Registry has not been paid for domain name fees,
- You have persistently violated the registration guidelines and, despite warnings and deadlines being set, continues to violate them,
- the domain name contains an obviously illegal statement,
- You have agreed in writing, with no restrictions and under penalty of law, to not use the domain name, or for a corresponding injunction they have issued a final statement, or if a corresponding national or international enforceable judgement has been issued against them,
- in a national or international enforceable judgement a tribunal has decided, that Your registration of domain name violates the right of third parties, or You have issued a final statement to a corresponding injunction,
- the registration of the domain name for its owner, taking into account of its actual use, quite obviously violates the rights of a third party, or is in some other way illegal,
- the use of the domain or its content are obviously abusive and could harm the general public for example by illegal and fraudulent activities, spam, phishing, pharming, spreading malware, botnet activities, trafficking, child pornography, unusual network activities (e.g fast flux hosting),
- the data for the registrant or the admin contact supplied to the Registry are false or Your identity or admin contact cannot be established from the specified data,
- on the request of ICANN,
- to protect the integrity, security, and stability of the Registry System,
- to comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process,
- to avoid any liability of the Registry, its affiliates, shareholders, subsidiaries, officers, directors and employees,
- to stop or prevent any violations of any terms and conditions of this agreements to correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to a domain name registration.

Without prejudice to more extensive legal rights, as part of the abuse rules required by ICANN for gTLD's (.HAMBURG anti-abuse rules), under certain circumstances the Registry can remove a domain name and the technical data from the name servers for the gTLD .HAMBURG (disconnection), change the contact data, or delete or withdraw a domain name.

The Registry also reserves the right to place Your domain name in

« lock » status, « hold » status or similar status during resolution of a  
dispute.

- end of annex .HAMBURG-