ANNEX .BAYERN - SPECIAL CONDITIONS FOR THE .BAYERN TLD

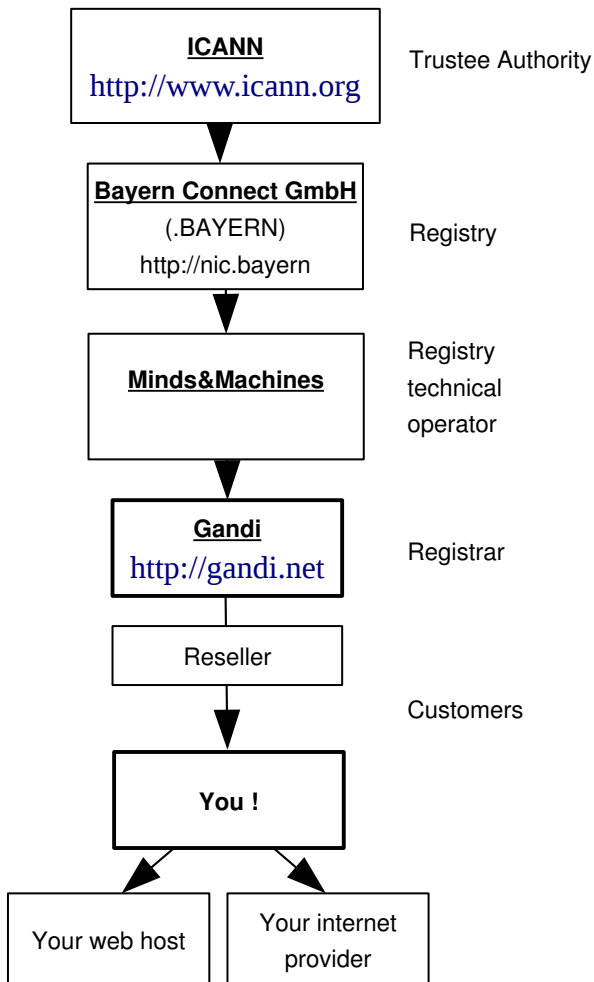*version 1.0 – October the 1st, 2014*

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .BAYERN 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 .BAYERN.1. Trustee authority and Registry

.BAYERN is a generic Top-Level-Domain (gTLD) which aims to promote the region of Bayern. The following diagram presents the various parties involved for the .BAYERN TLD:

ICANN http://www.icann.org	Trustee Authority
Bayern Connect GmbH (.BAYERN) http://nic.bayern	Registry
Minds&Machines	Registry technical operator
Gandi http://gandi.net	Registrar
Reseller	
	Customers
You !	
Your web host	Your internet provider

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

Section .BAYERN.2. Registration terms and conditions

When You apply to register a .BAYERN 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 .BAYERN domain names, as defined by ICANN and Bayern Connect GmbH and which may be viewed at the following pages:

•Domain Name Registration Policies :
http://nic.bayern/assets/policies/ENG/Domain-Name-Registration-Policy-english.pdf (English version)
http://nic.bayern/assets/policies/DEU/Domain-Registrierungsbedingungen.pdf (German version)
•Acceptable Use Policy:
http://nic.bayern/assets/policies/ENG/Acceptable-Use-Policy-english.pdf (English version)
http://nic.bayern/assets/policies/DEU/AcceptableUseBedingungen.pdf (German version)
•Privacy Whois Policy:
http://nic.bayern/assets/policies/ENG/Privacy-Whois-Policy-english.pdf (English version)
http://nic.bayern/assets/policies/DEU/Privacy-Whois-Bedingungen.pdf (German version)
•ICANN consensus policies:
http://www.icann.org/en/general/consensus-policies.htm

Translations of the Registry Policies are purely for information purposes. **The German version is decisive.**

These contracts bind You to the .BAYERN 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 .BAYERN Registry is available at the following address:
www.icann.org/en/about/agreements/registries/bayern

Section .BAYERN.3. Launch rules

The .BAYERN general availability will run from the 30th of September, 2014. The date and hours of launch of the period are not definitive and are subject to change by the Registry.

Section .BAYERN.4. Special requirements

.BAYERN special requirements are available at:
http://www.gandi.net/domain/bayern/info

.BAYERN domain names are open to anyone.

Nonetheless, You are obliged to supply an individual resident in the Federal Republic of Germany as Administrative contact. This administrative contact is authorized to act in the name of and with the full power of attorney for You. There are no further rights and obligations of the administrative contact. Correspondence sent to the administrative contact by e-mail is deems to have been delivered to You. If You are an individual resident, You are completely at liberty to assume the administrative function for Yourself.

Section .BAYERN.5. "Trademark Claim Notice" period

In accordance with ICANN rules, during 90 days upon general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), You will receive a warning notice ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, Gandi will notify You by email of the "Trademark Claim Notice" and Your registration request will be put in "error" until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the opening of the concerned period and cannot, in any case, be held liable for the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the "Trademark Claim Notice" upon the opening of the period concerned.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the opening of the concerned period and the sending of Your request to the Registry.

Section .BAYERN.6. Reserved names and premium domain names

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/bayern
(specification 5. schedule of reserved names),
-names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed
-reserved names as per article 7 of the Acceptable Use Policy :
http://nic.bayern/assets/policies/ENG/Acceptable-Use-Policy-english.pdf

The registration of "premium" domain names is not available on Our interface, You would need to contact Our customer service department for this.

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name, Your request will be put in "error" and You will be notified by email. Then You will be able to either pay the additional costs applicable to "premium" domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to "premium" domain names, Your registration request will be not sent to the Registry.

Section .BAYERN.7. Registration term

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

Section .BAYERN.8. Pricing

Our prices may be viewed at:
https://www.gandi.net/domain/price/detail/bayern

"Premium" domain names are subject to specific prices that will be communicated by Our customer service department upon request.

Section .BAYERN.9. 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. You agree to obtain all and any necessary consents to such use from

any individual whose details You provide to Gandi.

Section .BAYERN.10. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BAYERN 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

Section .BAYERN.11. 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.

You accept that You will comply to the following policies as far as domains transfer are concerned:
http://www.icann.org/en/help/dndr/tdrp

Section .BAYERN.12. 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 .BAYERN.13. 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 .BAYERN.14. 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:

•Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
•You have to participate in good faith in any proceedings as established by the Registry and ICANN,
•You have to accept and abide by the rules and policies enacted by the Registry.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

If You are in breach of any term of the .BAYERN Registry Policies, the Registry is entitled (and without prejudice to the Registry's ability to take such steps as it considers appropriate pursuant to the .BAYERN Registry Policies) to instruct the Registrar to exercise any of the powers granted to the Registrar pursuant to the .BAYERN Registry Policies. Whether and to what extent the Registry instructs the Registrar to exercise any such power is a matter that the Registry may decide in its absolute discretion, but insofar as it is reasonably possible to do so it shall consult with the

Registrar before issuing any such instruction to the Registrar.

You commit Yourself to indemnify defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses , including reasonable legal fees according to the Rechtsanwaltsvergutungsgesetz (RVG) or any other legislation or regulation that may be in force at the time and expenses arising out or relating to, for any reason whatsoever, to Your domain name registration. This indemnification shall survive the termination or expiration of the registration agreement.

•**Section .BAYERN.15. Exclusion of liability and actions of the Registry**

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

•to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g RFC)
•to correct mistakes made by the Registry or any Registrar in connection with a domain name registration
•if required by a URS or UDRP proceeding
•under the terms of the .BAYERN Registry Policies
•for the non-payment of fees to the Registry

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