

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

version 1.1 – May the 5th, 2021

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.

### **Section .BAYERN.1. Trustee authority and Registry**

.BAYERN is a generic Top-Level-Domain (gTLD) which aims to promote the Bayern German Lander.

The entities involved in naming organization for .BAYERN are:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**Bayern Connect GmbH:** <https://nic.bayern/>
- Registry Technical Operator:  
**Nominet:** <https://www.nominet.uk/>
- Registrar:  
**Gandi:** <https://www.gandi.net/>

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 :  
<https://nic.bayern/uploads/archive/15.01.18-Domain-Name-Registration-Policy-engl-unmarked.pdf> (English version)
- Acceptable Use Policy:  
<https://nic.bayern/uploads/archive/policies/ENG/Acceptable-Use-Policy-english.pdf> (English version)
- Privacy Whois Policy:  
<https://nic.bayern/uploads/archive/policies/ENG/Privacy-Whois-Policy-english.pdf> (English version)
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

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

### **Section .BAYERN.3. 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 deemed 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.4. 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 :  
<https://nic.bayern/uploads/archive/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.5. 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.6. 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.7. Storage of contact information**

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public [Whois](#) database if applicable, modification and other processing of Your personal data by the

Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

### **Section .BAYERN.8. 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.9. 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.10. 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.11. 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.12. 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 Rechtsanwaltsvergütungsgesetz (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.13. 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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