ANNEX .BERLIN - SPECIAL CONDITIONS FOR THE .BERLIN TLD
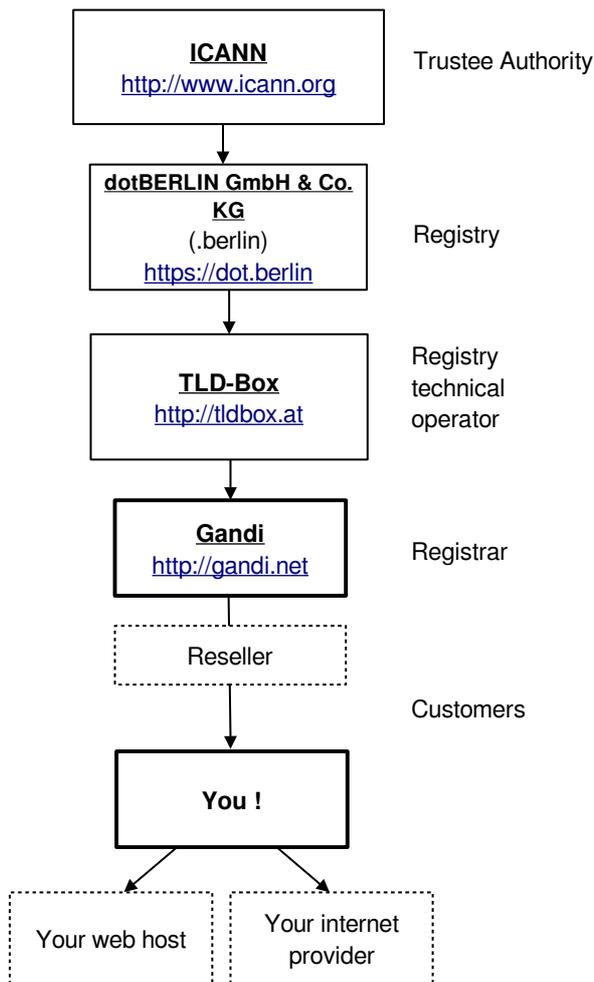
version 1.2 – January the 5th, 2016

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

.BERLIN is a generic Top-Level-Domain (gTLD) for the city of Berlin in Germany. The following diagram presents the various parties involved for the .BERLIN TLD:

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

Section .BERLIN.2. Registration terms and conditions

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

- .BERLIN policies:
  https://dot.berlin/de/berlin-policies (German and English versions)

- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

In accordance with Our accreditation agreement with the Registry, You acknowledge that only the German versions of the Registry rules mentioned above govern.

These contracts bind You to the .BERLIN 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 Registry is a third party beneficiary of the present contact entitled to enforce its rights vested by the present contract. The third party beneficiary rights of the Registry shall survive any termination of the present contract.

The contract between ICANN and the .BERLIN Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/berlin

Section .BERLIN.3. Special requirements

.BERLIN special requirements are available at:
http://www.gandi.net/domain/berlin/info

.BERLIN domain names are open to anyone. **However the owner, administrative or technical contact must provide an address in Berlin.** If You do not have a local contact in Berlin, Gandi will automatically provide You with a local contact as technical contact to the Registry.

The administrative contact must be an individual who is authorized to act for the domain name owner and to take decisions concerning the management of the domain.

In accordance with the Registry rules, Your .BERLIN domain name must be activated and used within twelve (12) months following its registration (website, redirection or email address). If You publish a website under Your .BERLIN domain name or if Your .BERLIN domain name redirects to an other website, the content of this website must be related to Berlin.

Section .BERLIN.4. "Trademark Claim Notice" period

In accordance with ICANN rules, during at least ninety (90) days upon the 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 received 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, the third parties that are the owners of an identical mark are notified of Your registration.

Section .BERLIN.5. Reserved names and premium domain names

Some words are reserved or prohibited:

- reserved domain name policy:
  https://dot.berlin/sites/dot.berlin/files/images/BERLIN-Reserved-Domain-Names-Policy.pdf
- contract between ICANN and the Registry (specification 5. schedule of reserved names):
  http://www.icann.org/en/about/agreements/registries/berlin
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .BERLIN.6. Registration term

The registration term is from one (1) to ten (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 .BERLIN.7. Pricing

Our prices can be viewed at:
https://www.gandi.net/domain/price/detail/berlin

Section .BERLIN.8. 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.

In addition, You consent to the collection and use of Your personal data by the Registry and their publication in the Whois database.

Section .BERLIN.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BERLIN 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 established a dispute resolution procedure related to .BERLIN eligibility conditions, that You agree fully abide by:
https://dot.berlin/sites/dot.berlin/files/images/BERLIN-ERDR-Policy.pdf

Section .BERLIN.10. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. 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 have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least one (1) month prior to its Expiration),
- was created at least sixty (60) days prior to the request,
- has not been transferred within the last sixty (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.

Section .BERLIN.11. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties (current and future owners) by e-mail.

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

Section .BERLIN.12. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for forty-five (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 thirty (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 .BERLIN.13. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

You expressly acknowledge and agree that:

- You are fully responsible for the registration and use of Your domain name,
- if the You use a proxy, privacy and/or third-party service to register a domain name on Your behalf, the proxy, privacy and/or third-party service provider is deemed to be the owner of the domain name and any violation of any applicable policies, rules,

procedures, terms, conditions, regulations, and laws is its responsibility,

- You commit Yourself to indemnify, defend and hold harmless the Registries, the Registry service providers and their shareholders, directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to Your domain name registration and/or use.

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.

Section .BERLIN.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry and the Registry service provides acting on the behalf of the Registry reserve the right, that it deems necessary, in their sole and entire discretion, to change the status of a domain name during the resolution of a dispute, a compliance procedure or upon a request from a competent authority (for example put on "hold" or "lock" status) as well as to reject, modify, delete, suspend or transfer to a third party any domain name, in order to:

- protect the integrity, security and stability of the Registry and domain names system,
- 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,
- avoid any liability of the Registry, its affiliates, shareholders, subsidiaries, officers, directors, and employees,
- stop or prevent any violations of the present contract or the rules established by the Registry or ICANN,
- correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to the registration of a domain name,
- ensure compliance with ICANN and/or the Registry Policies.

-end of annex .BERLIN-