

ANNEX .BERLIN - SPECIAL CONDITIONS FOR THE .BERLIN TLD

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In addition to Gandi's [General Terms and Conditions](#) of 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 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. Naming organization

.BERLIN is a generic Top-Level-Domain (gTLD) for the city of Berlin in Germany.

The entities involved in naming organization for .BERLIN are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
dotBERLIN GmbH & Co. KG: <https://dot.berlin>
- Registry technical operator:
TLD-Box: <https://www.nic.at/de/tldbox/tldbox>
- Registrar:
Gandi: <http://gandi.net>

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

Section .BERLIN.2. Registration policies

When You apply to register a .BERLIN domain name, You acknowledge that You have fully understood and You have full knowledge of, and 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/registrierungsregeln-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 policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .BERLIN Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The Registry is a third party beneficiary of the present contract 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 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.

Some words are reserved or prohibited, in particular:

- Reserved domain name policy:
<https://dot.berlin/registrierungsregeln-policies>
(.BERLIN Reserved Domain Names Policy)
- ICANN reserved names
<http://www.icann.org/en/about/agreements/registries/berlin>
(specification 5. schedule of reserved names).

Section .BERLIN.4. 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 .BERLIN.5. Pricing

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

Premium domain names are subject to specific prices as published on Our website during Your order.

Section .BERLIN.6. 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 .BERLIN.7. 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/registrierungsregeln-policies> (.BERLIN ERDRP Policy).

Section .BERLIN.8. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, 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.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

Section .BERLIN.11. 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 Expiration date.

Section .BERLIN.12. Deletion process

Upon the Expiration of the domain name, 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 name goes into Redemption Period for an additional 30 days. 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "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 obligations

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 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. Rights 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-