ANNEX .COLOGNE - SPECIAL CONDITIONS FOR THE .COLOGNE TLD

version 1.0 – 11th of June, 2014

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

.COLOGNE is a geographic Top-Level-Domain (geoTLD) which aims is to benefit Cologne's companies, communities and residents as well as the city itself. The following diagram presents the various parties involved for the .COLOGNE TLD:
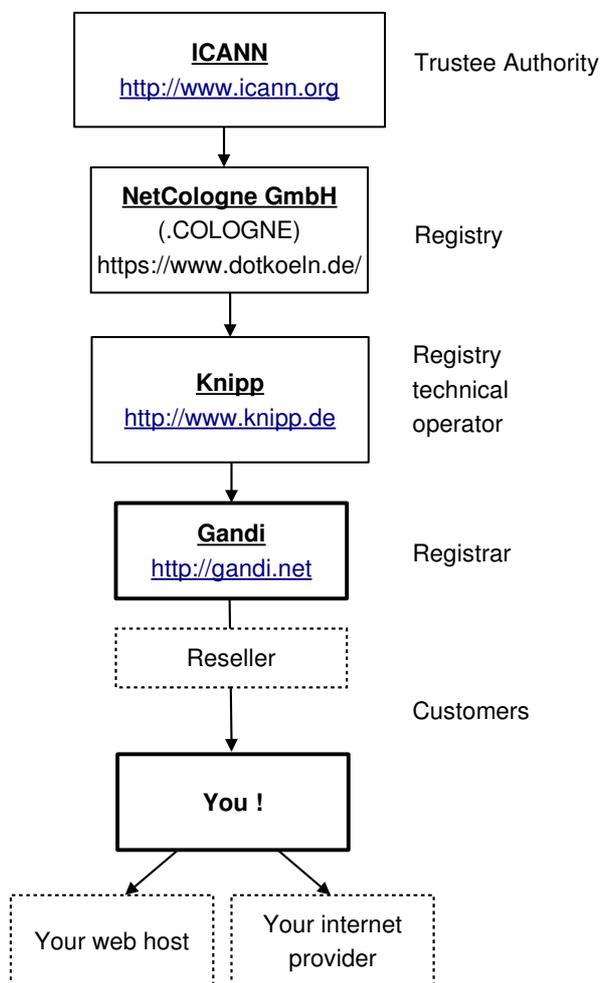
You can view the information and special rules of each party involved by clicking on the respective links.

Section .COLOGNE.2. Registration terms and conditions

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

- Domain Name Composition Policy :
  https://www.dotkoeln.de/dns_koeln/static/uploads/Domain_Name_Composition_Policy_cologne.pdf
- Abuse Policies :
  https://www.dotkoeln.de/dns_koeln/static/uploads/Abuse_Policies_cologne.pdf
- Eligibility Policy :
  https://www.dotkoeln.de/dns_koeln/static/uploads/Eligibility_Policy_cologne.pdf
- Whois Policy :
  https://www.dotkoeln.de/dns_koeln/static/uploads/WHOIS_Policy_cologne.pdf
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Section .COLOGNE.3. Launch rules

The .COLOGNE domain name is in general availability.

Section .COLOGNE.4. Special requirements

.COLOGNE special requirements are available at:
http://www.gandi.net/domain/cologne/info

.COLOGNE domain names are open to anyone.

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

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/cologne
(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.
-the Registry may exempt domain names from registration temporarily or permanently which are in themselves unlawful because they contain race baiting slogan ("Exempt domain name"). The list of exempt domain names will be made available by the Registry upon request. The Registry reserves the right to amend the list to remedy previous errors, in case a domain name no longer meets all registration requirements or if any further domain names have been declared unlawful by a court of law or a government authority.

Some labels are reserved if they fall in the following categories:

-technical operations
-country and territory names
-names of intergovernmental associations
-labels composed of two characters
-names of the International Olympic Committee and those of the

International Red Cross and Red Crescent Movement

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 notify 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 .COLOGNE.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 .COLOGNE.8. Pricing

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

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

Section .COLOGNE.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 give Your consent to processing and use of Your Personal Data and the personal data of Your employee and of Your vicarious agent (for example Admin-C and/or Tech-C).

Section .COLOGNE.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 .COLOGNE 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 Trademark Post-Delegation Dsipute Resolution procedure (PDDRP) is available on the following webpage:
http://newgtlds.icann.org/en/program-status/pddrp

The rules of the Registration Restriction Dispute Resolution Policy (RRDRP) are available here:
http://newgtlds.icann.org/en/program-status/pddrp

The URS rules are available at the following page:
http://newgtlds.icann.org/en/applicants/urs

You also committed Yourself to comply with enforceable rulings passed by German Courts of law.

Besides, You acknowledge that You are bound by the :
-General Registration Policy

Section .COLOGNE.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 .COLOGNE.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 .COLOGNE.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 .COLOGNE.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 are deemed to have warranted that:

- You have the authority to make an application
- The information provided is current, complete and accurate, and You agree to correct and update the information to ensure it remains current, complete, and accurate,

You understand and acknowledge that :

- The act of submitting an application for a domain name in no way guarantees the domain name will be allocated to You;
- Where multiple applications are received for a domain name, that those applications may be subject to the processes as described in the policy;
- That the Registry may prevent You from making an application and registering or renewing a domain name where You have been found to be in breach of the Registry's policy.

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.

You commit Yourself to indemnify and keep the Registry (including its employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses, that may be made or brought against or suffered or incurred by the Registry, arising out of or in connection in any way, with Your breach of any

policy or agreement that You may have with the Registry. 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 .COLOGNE.15. Exclusion of liability and actions of the Registry

By submitting an application for a domain name You agree:

- To be subject to this and any other policy issued by us, and acknowledge that any domain name may be subject to a dispute resolution process, and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled
- That the Registry reserves the right to deny any application, or cancel, lock, place on hold, transfer or delete any domain name that they deem necessary in their sole discretion:
-to protect the integrity and stability of the service
-to comply with our obligations
-to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
-to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
-to ensure compliance with the Registry's policies for .cologne
-for the non-payment of fees; or
-to correct mistakes made by the Registry of any Registrar, or any of its service providers in connection with an application or a domain name

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