**Particular terms and conditions for the Registration of Domains under the .com-, .net-, .org-, .info-, .biz-, .mobi-, .asia-, .tv-, .cc-, .co- Top Level**

## 1. Data and Data Protection
**1.1** The Registered Name Holder shall provide to Registrar accurate and
reliable contact details and promptly correct and update them during the
term of the Registered Name registration
including but not limited to

- the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation;
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name
- If the Registered Name Holder provides his own nameserver(s): The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name including the names of these servers.

**1.2** A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for cancellation of the Registered Name registration.

**1.3** Those data are forwarded to the STRATO Computing Center in Germany, the registrars and the registration authorities (for generic top level domains in the US)  for the purpose of domain registration. These data and the creation and expiration date  are stored in the databases of the registration authorities and will be published in "Whois" databases open to the public. You can inform our support team about inaccuracies any time. We will correct them. The Registered Name Holder agrees to these procedures.

**1.4** If you forward data of third parties to us you have to inform them about the above mentioned procedures and make sure they consent that we collect, process, use and make them available to the public in the "Whois" databases.

## 2. Miscellaneous
**2.1** The Registered Name Holder agrees that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

**2.2** The Registrar my subject the registration to suspension, cancellation, or transfer if a wrongfull registration has been effected due to a mistake by the Registrar or the Registry Operator, including but not limited to data differing from the order concerning the Domain Name, the Registered Name Holder or the Administrative Contact.

**2.3** The transfer of a registered domain name can not be effected 60 days after a registration or a transfer.

## 3. Third Parties Rights
**3.1** The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

**3.2** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

**3.3** The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its 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 the Registered Name Holder's domain name registration.

## 4. Arbitration Procedure according to the Uniform Domain Name Dispute Resolution Policy (UDRP)

4.1 For the settlement of disputes over rights on generic domain names (e.g..aero, .biz, .com, .coop, .info, .museum, .name, .net, .org, and .pro.) ICANN provides binding rules, the so-called Uniform Domain Name Dispute Resolution Policy (UDRP). The Domain Name Registrant acknowledges that, according to the ICANN rules, disputes over a domain name because of violation of trademarks, names or other protected rights shall be settled in accordance with Uniform Domain Name Dispute Resolution Policy (UDRP). The UDRP is available at http://www.icann.org/udrp/udrp-policy-24oct99.htm. It is up to Domain Name Registrant to claim his rights through a UDRP procedure which he or a third person has started. The Domain Name Registrant further acknowledges that the Registrar, in case of an arbitration rendered during a UDRP procedure, is obliged to delete a domain name or to transfer it to a third person, unless the Domain Name Registrant provides evidence to the registrar within 10 days from receipt of the arbitration that he has sued the winning adversary of the arbitration procedure before a civil court to justify the domain.

**4.2** You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

**4.3** You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

**4.4** ICANN reserves the right to modify this Policy at any time with the. We will inform you about the revised Policy at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

## 5. Cancelation and Renewals of Domain Names

**5.1** Domain Names are registrated for definite periods of time. Registrations renew after expiration of these periods unless terminated by one of the parties. There may be over-all maximum registration periods defined by the Registries. If so Renewals cannot exceed these over-all maximum periods.

**5.2** Domain names may be deleted in accordance with clauses 1.2, 2.1, 2.2, 3.4, 4.1 and in the following event:
- following a valid order by the Domain Name Registrant or his authorized representative
- at the end of a registration period if a renewal of the registration is expressly not desired by the Domain Name Registrant
- in case that after a renewal of the registration period despite two notices the price is not paid, then the following renewal will not be carried out which will let to deletion of the domain name;