

Registration Agreement

Additional terms and conditions for the registration of .berlin domain names.

The registration of these domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and dot BERLIN GmbH & Co. KG being the authoritative registry. These rules are incorporated into the registration agreement as follows:

1. The registrant guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.
The registrant shall indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), dotBERLIN GmbH & Co. KG and their respective contractors, service providers, and the members, shareholders, directors, managers, each of their owners, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs and any other expenses (including on appeal) arising out of or related to the registrant's domain name registration, including , without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration or the use of the domain. The registrant shall not enter into any settlement or compromise of any such indemnifiable claim without united-domains AG's prior written consent, which consent shall not be unreasonably withheld and this entire indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.
2. All domains under these conditions are registered by united-domains AG as accredited registrar. Should a domain be registered incorrectly by united-domains AG or any other person involved in the registration process, e.g. not according to the order, registrant hereby irrevocably consents to all necessary measures being taken for the correction of such mistake. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
3. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited registrars. All domains subject to this agreement are governed by this UDRP and URS. Registrant hereby agrees that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at www.icann.org/dndr/udrp/policy.htm and URS which can be found at newgtlds.icann.org/en/applicants/urs and comply with the requirements set forth by dotBERLIN GmbH & Co. KG for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy.

ICANN reserves the right to modify the UDRP and URS at any time. united-domains AG as accredited registrar shall implement any such revision speedily and these will become binding upon the registrant. Any revised version will be posted at: www.icann.org/

4. According to the technical standards and procedures of the internet the registrant consents to the use, copying, distribution, publication, modification, and other

processing of Registrant's Personal Data, including personal data by dotBERLIN GmbH & Co. KG GmbH & Co. KG. and its designees and agents. This data is stored within the contractual commitments and transferred to other persons inside and outside Germany involved in the registration process, including specifically (but not limited to) the USA, and published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible.

Registrant acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.

5. Registrant warrants that notification equivalent to that described in Section 4 above has been given to any third-party individuals whose Personal Data are supplied to united-domains AG by the registrant, and that the registrant has obtained the consent equivalent to that referred to in Section 4, last paragraph, of any such third-party individuals.
6. Registrant acknowledges that dotBERLIN GmbH & Co. KG will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
7. united-domains AG and dotBERLIN GmbH & Co. KG expressly reserve the right to deny, reject, revoke, suspend, delete, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to enforce ICANN and dotBERLIN GmbH & Co. KG Policies, or that is not accompanied by complete and accurate information, or to establish, assert, or defend the legal rights of united-domains AG, dotBERLIN GmbH & Co. KG or any third party, or to avoid any liability, civil or criminal, on the part of united-domains AG and/or dotBERLIN GmbH & Co. KG as well as their affiliates, subsidiaries, officers, directors and employees, or to correct mistakes made by united-domains AG or dotBERLIN GmbH & Co. KG. united-domains AG and dotBERLIN GmbH & Co. KG also reserve the right to freeze a domain during resolution of a dispute.
8. dotBERLIN GmbH & Co. KG is a third party beneficiary of the Registration Agreement, entitled to enforce its rights vested by the Registration Agreement as far as compliance-, validity-, security- URS/UDRP- or misuse/abuse cases or issues, and also the contact with regard to charity activities of dotBERLIN GmbH & Co. KG are concerned.