

## Registration Agreement

### **Additional terms and conditions for the registration of .koeln and .cologne 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 dotKoeln GmbH 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), dotKoeln GmbH and their respective subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registrant's domain name registration. 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. The Registrant is obliged to immediately correct changes that lead to the incorrectness of the disclosed data without delay, but at the latest within 7 days and is obliged to answer requests for review and correction of data within 15 days. Registrant acknowledges that a breach of this obligation entitles the united-domains AG and dotKoeln GmbH to block and/or delete the domain name.
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](http://www.icann.org/dndr/udrp/policy.htm) and URS which can be found at [newgtlds.icann.org/en/applicants/urs](http://newgtlds.icann.org/en/applicants/urs) and comply with the requirements set forth by dotKoeln GmbH 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/](http://www.icann.org/)

4. According to the technical standards and procedures of the internet the registrant consents to the collection, use, copying, distribution, publication, modification, and other processing of Registrant's Personal Data, including personal data by dotKoeln GmbH and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory local data protection, laws and privacy.

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 dotKoeln GmbH 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 dotKoeln GmbH 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 dotKoeln GmbH Policies, or that is not accompanied by complete and accurate information, or to establish, assert, or defend the legal rights of united-domains AG, dotKoeln GmbH or any third party, or to avoid any liability, civil or criminal, on the part of united-domains AG and/or dotKoeln GmbH as well as their affiliates, subsidiaries, officers, directors and employees, or to correct mistakes made by united-domains AG or dotKoeln GmbH. united-domains AG and dotKoeln GmbH also reserve the right to freeze a domain during resolution of a dispute.
  8. Notwithstanding anything in this Agreement to the contrary, dotKoeln GmbH the Registry Operator of the TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of dotKoeln GmbH have vested and that dotKoeln GmbH has relied on its third party beneficiary rights under this Agreement in agreeing to united-domains AG being a registrar for the TLD. Additionally, the third party beneficiary rights of dotKoeln GmbH shall survive any termination of this Agreement
  9. The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
    - (i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;
    - (ii) The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>;
    - (iii) The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>;
    - (iv) The Inter-Registrar Transfer Policy, available at <http://www.icann.org/en/resources/registrars/transfers/policy>;
    - (v) The Trademark Post-Delegation Dispute Resolution Procedure, available at <http://newgtlds.icann.org/en/program-status/pddrp>;
    - (vi) The Registration Restriction Dispute Resolution Policy, available at <https://www.icann.org/resources/pages/rrdrp-2010-02-15-en> and
    - (vi) Registry policies for .koeln and .cologne domain names available at: <https://nic.koeln/de/Policies>
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