

## **Domain Conditions Version 1.4**

### **1. General / Scope**

1.1. These registration conditions apply between STRATO as reseller or registrar and you as registrants. The contractual relationship regarding the registration of the domain enters into force directly between you and the registry (registry) or the registrar. STRATO commissions the registration of domains as part of an agency agreement for you, as long as STRATO is not itself a registrar for the relevant Top Level Domain (TLD).

1.2 The Top Level Domains are registered and managed by different organisations. In addition to these domain terms, different policies / conditions apply to each Top Level Domain. The following registration guidelines are part of this contract. By using the services, you agree to the terms of this Agreement and all policies or regulations of ICANN and any registry.

1.3 STRATO reserves the right to change the terms of this Registration Agreement. You acknowledge that registration requirements may be added, for example, to comply with new Registration Guidelines, ICANN Guidelines or compliance with certain Public Interest Commitments (PICs). Changes take effect immediately upon publication on the website.

Your rights and obligations as defined by ICANN can be found here:

<https://www.icann.org/resources/pages/responsibilities-2014-03-14-en>

### **2. Definitions**

**Registrar:** You act as an intermediary between the registry and you and are responsible for the domain assignment.

**Registrant:** Is any natural or legal person who registers a domain for himself.

**Registry:** It manages the TLDs (Top Level Domains).

**ICANN:** The Internet Corporation for Assigned Names and Numbers coordinates and regulates the allocation of generic domain names and IP addresses.

**TLD:** Top Level Domain - refers to the last section of a domain, such as .de or .com.

**gTLD:** Are generic domain endings regulated by the ICANN.

**ccTLD:** These domain extensions refer to a specific country or region and are therefore also referred to as country-specific TLDs and regulated by the respective registries.

**Regulated and highly regulated TLD:** To register these domain endings, you must fulfil certain additional requirements (see 5.).

**WHOIS:** This database contains publicly available information on registered domains. So anyone can find out who owns a domain. Entry in the Whois database is obligatory for every domain registration.

Reseller: These have a contractual relationship with the registrar and offer registration services through the registrar.

### **3. Registration Process**

3.1 When providing domains, STRATO acts only as intermediary between you as a registrant and the respective organisation for domain assignment. You can only assume an actual allocation if the Internet service has been provided at the desired domain. STRATO has no influence on the domain assignment. A guarantee for the allocation and registration of ordered domains and / or that the assigned domains are free of third party rights cannot be assumed.

3.2. You agree to suspend, delete, or transfer the registration of a domain, as well as to change the status of the domain name, or to place and hold a registration lock on the domain name in order to (1) correct errors made by the Registrar or Registry when registering the domain, (2) to resolve disputes over the registered domain, to the extent that it complies with ICANN, the Registry or the Registrar's Rules, (3) to protect the integrity, security and stability of the registration system of the respective Top Level Domain; or (4) to comply with all applicable laws, regulations or requirements, (lawful) requests from law enforcement agencies or other relevant authorities.

3.3 In order to provide the services and to comply with the registration and ICANN requirements, you consent to the use, publication and other processing of your personal data including individual-related data by the Registry and its agents. This data will be stored within the scope of the contractual obligations and forwarded to organisations (registries, registrars and Denic, as the Escrow Service Provider for registrars) inside and outside the European Union involved in the registration process and published in the usual way, including public access to Whois databases. You will find more information here:

<https://www.strato.nl/faq/domeinnaam/wat-is-de-whois-en-welke-gegevens-worden-opgeslagen/>

### **4. Obligations of the Customer**

4.1 You will ensure that the data provided to you by STRATO is accurate and complete. You are obliged to provide immediate notification of changes, within seven days at the latest. This applies in particular to address data, bank account details and email addresses, as well as to the data mentioned in sections 4.2.1 and 4.2.2.

4.2 You are required to participate to a reasonable extent in the ordering, transfer and deletion of domains, the change of entries in the databases of the contracting entities and the change of providers and registrars. You are still required to respond to the accuracy of the data within 15 days upon request from STRATO or the Registry. This concerns in particular:

4.2.1. Name and postal address, email address, as well as telephone and possibly fax number of the domain holder; if it is a company or an organisation, in addition the name of the person responsible for the domain;

4.2.2. If the domain owner provides his/her own name servers, IP addresses of the primary and secondary name servers, including the names of these servers.

4.3 You can query name holder data via a Whois query. Each registry has Whois query databases. If you would like to change your owner data, please contact Strato Support.

4.4 Once a year, STRATO sends requests by e-mail to ask you to check your Whois data for up-to-dateness and completeness.

4.5 If the information given is knowingly false or unverifiable, or if you fail to update the data within seven days or to respond to queries regarding the accuracy of the contact information within 15 days, this will be a material breach of STRATO's contractual obligations, entitling STRATO to blocking and termination, and/or gives STRATO the right to refuse the registration.

4.6 If you transfer the use of the domain to another person, you are responsible for any misuse of the domain name by the third party, unless you reveal the identity and the current contact information of the respective user or you reveal the information to a party providing the Registered Name Holder reasonable evidence of actionable harm within 7 days

4.7 Unless you are not the domain holder and / or pass on personal data of third parties,, inform the third party about the disclosure of their personal data and obtain their consent to data collection, use, disclosure and publication for the purpose of contract execution.

4.8 In the event that the use of a domain is license to a third party, you are responsible to provide your own full contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name.

4.9 You guarantee that, to the best of your knowledge and belief, the domain registration has been made and its use does not infringe any rights of third parties. Furthermore, you declare that the domain name is not registered for unlawful purposes and its use does not violate applicable law / legislation.

4.10 As a domain owner, you indemnify STRATO, the Registry and the Internet Corporation for Assigned Names and Numbers (ICANN), as well as their legal representatives, employees, agents and other affiliates, from third party claims of any kind arising from the registration of the domain. This obligation continues beyond the duration of the Registration Agreement.

4.11 You will ensure that you comply with all applicable laws. Including laws related to data protection, data collection, consumer protection, fair lending, debt collection and organic farming.

4.12 You acknowledge that the Registry and STRATO assume no liability for any damage in connection with the Sunrise Period or Land Rush Period proceedings and processes.

4.13 You agree to comply with all applicable ICANN requirements and regulations as set forth herein: (Link. <https://www.icann.org/resources/pages/registrars/consensus-policies-en>)

4.14 For the adjudication of disputes concerning or arising from use of the registration, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of either where the Registrant or the Registrar is located.

## 5. Regulated TLD

5.1 For regulated TLDs the following additional provisions apply:

You agree to take appropriate security measures in the event that you process sensitive health and financial information.

The regulated TLDs include, for example: .games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, .mortgage, .degree, .mba, .audio, .book, .broadway, .film, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .show; .theater; .town, .city, .reise und .reisen

5.2 In addition, the following requirements apply to highly-regulated TLDs:

5.2.1 You must provide administrative contact information that must be kept up to date for the reporting of complaints or registration reports, as well as the contact details of the relevant regulatory authority or private regulatory bodies (e.g. Bar Association or Medical Association).

5.2.2 You will ensure that you comply with all required authorizations, approvals or other necessary requirements with respect to the highly-regulated TLD.

5.2.3 You agree to notify us of any material changes in connection with 5.2.2 to ensure that the requirements are met in the long term.

The highly regulated TLDs include, for example: .abogado, .attorney, .bank, .bet, .bingo, .casino, .charity, .cpa, .corp, .creditcard, .creditunion, .dds, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .inc, .insurance, .lawyer, .lifeinsurance, .llc, .llp, .ltda, .medical, .mutuelle, .pharmacy, .poker, .university, .sarl, .spreadbetting, .srl, .sucks, .surgery, .university, .vermogensberater, .versicherung und .wtf.

## 6. Transfer of Domain Names

6.1 To transfer a domain name to or from STRATO, the following requirements must be met:

- You need an AUTH code
- A change of provider of the domain, which also results in the change of the Registrars, is possible 60 days after registration at the earliest
- The domain must be unlocked

6.2 STRATO may, at its sole discretion, accept or reject your request to transfer the domain name, without giving any reason.

For gTLDs managed by ICANN, follow this link:

<https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> to find the ICANN Transfer Policy.

## **7. Renewal**

7.1 To ensure your domains are not lost STRATO operate a positive renewal system on all STRATO Internet domains. Your domain will be automatically renewed one day prior to its expiry date and once renewed an invoice will be raised on your account. STRATO will send a notification via email to the Registrant email address 30 days and then 7 days prior to the expiry date. If a domain is not renewed by the expiry date, STRATO will send an expiry notification to the Registrant email address.

7.2 If STRATO are unable to collect the required payment for the registration or renewal of any domain name, STRATO will either cancel or delete the domain name. For gTLDs, STRATO will place the domain into its redemption grace period. In order to recover a domain in this state, an additional payment may be necessary. The fees for such a process may be found here:

<https://www.strato.nl/faq/domeinnaam/zo-kun-je-de-registrar-verwijdering-van-een-domein-com-net-org-biz-info-herroepen/>

## **8. Warranty Exclusion / Exemption**

You acknowledge and agree that domain names are provided "as is" and to the exclusion of any warranty or guarantee.

You shall (within thirty (30) days of demand) indemnify, defend and hold harmless the, Registrar, the Internet Corporation for Assigned Names and Numbers (ICANN), the Registry Operator 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 legal fees and expenses and any other expenses (including on appeal) arising out of or related to your 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. This obligation continues beyond the duration of the Registration Agreement.

## **9. Dispute Settlement**

9.1 For disputes regarding the rights to generic domains, ICANN has developed a global Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) and has been accepted by all accredited registrars. All domains subject to this Agreement are governed by this UDRP and URS. You hereby agree that all disputes regarding rights to such domains, including trademark, name or other intellectual property rights, are governed by the UDRP, which can be found at <https://www.icann.org/resources/pages/udrp-2012-02-25-en> and URS available at <https://newgtlds.icann.org/en/applicants/urs>. In addition, you agree to the registries' terms of domain registration during the Sunrise Period, including the Sunrise Dispute Resolution Policy.

9.2 ICANN reserves the right to change the UDRP and URS at any time. STRATO is obliged to implement these changes so that they become binding for you as well. Each revised version will be published at: <https://www.icann.org/resources/pages/dispute-resolution-2012-02-25-en> .

8.3 ccTLD registries which do not use the UDRP or URS processes to resolve domain disputes have, in part, developed their own processes to which you must also agree. You can find them in the registration guidelines of the respective registries below.

## **10. Obligations of STRATO AG**

10.1 STRATO processes the personal data only for those purposes listed in 3.3.

10.2 STRATO takes reasonable precautions to protect your data against loss, misuse, unauthorised access or disclosure, alteration and destruction.