

## ANNEX .REISE - SPECIAL CONDITIONS FOR THE .REISE TLD

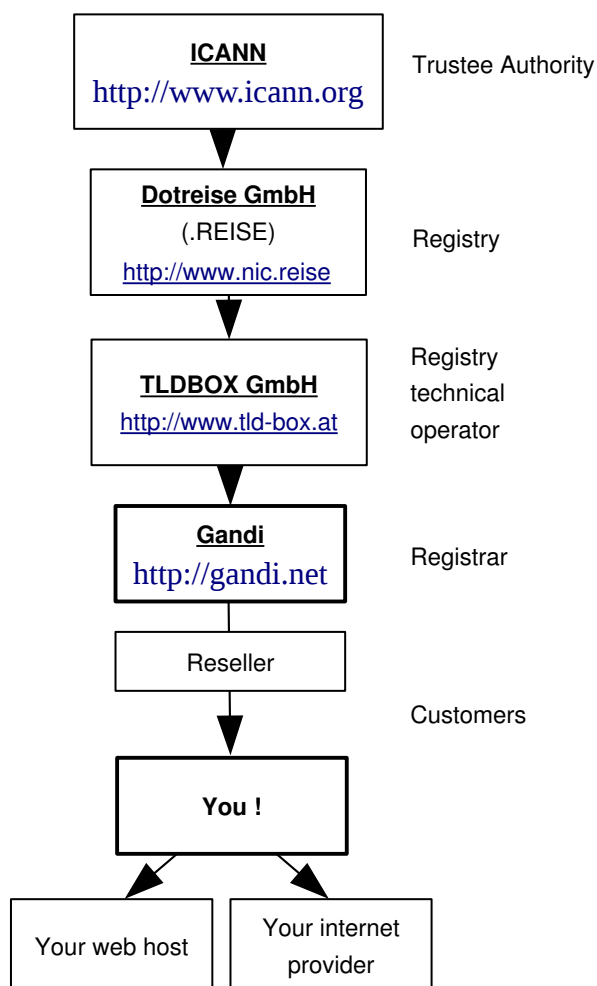
version 1.0 – August the 5th, 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .REISE 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 .REISE.1. Trustee authority and Registry

.REISE is a generic Top-Level-Domain (gTLD) for the travel industry in German-speaking countries. The following diagram presents the various parties involved for the .REISE TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

### Section .REISE.2. Registration terms and conditions

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

- Eligibility Requirements Dispute Resolution Policy (ERDRP) : <http://nic.reise/policies/en/REISE-ERDRP-Policy.pdf>
- .REISE Registration Policy: <http://nic.reise/policies/en/REISE-Registration-Policy.pdf>
- Reserved Domain Name Policy: <http://nic.reise/policies/en/REISE-Reserved-Domain-Names-Policy.pdf>
- .REISE Whois Policy: <http://nic.reise/policies/en/REISE-Whois-Policy.pdf>
- .REISE Anti-abuse Policy: <http://nic.reise/policies/en/REISE-Anti-Abuse-Policy.pdf>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .REISE 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 .REISE Registry is available at the following address:

[www.icann.org/en/about/agreements/registries/reise](http://www.icann.org/en/about/agreements/registries/reise)

The Registry is a beneficiary of the Registration Agreement, solely in relation to compliance, validity, security, URS, UDRP or misuse and abuse cases. This right shall survive the termination or expiration of the registration agreement.

### Section .REISE.3. Launch rules

General opening is scheduled for the 6th of August, 2014. This date is not definitive and is subject to change by the Registry.

## **Section .REISE.4. Special requirements**

.REISE special requirements are available at:  
<http://www.gandi.net/domain/REISE/info>

.REISE domain names can be registered by every natural person, legal entity, organization or public authority provided You are an eligible member of the Travel Business Community. Eligible members of the community are:

- a) tour operators
- b) travel agencies
- c) transport companies
- d) hospitality industry
- e) outgoing and incoming agencies
- f) destination marketing agencies
- g) destinations and public authorities
- h) reference book publishers
- i) travel information portals
- j) booking software companies
- k) governmental agencies and governments
- l) travel associations
- m) educational institutions and institutions and service providers of the tourism industry

Upon request of the Registry, You agreed that You will have to prove Your relationship with the travel community as defined in the .REISE registration policy.

If the information You provided are incomplete and do not allow verification, the Registry will inform You and Gandi. You will have the option to remedy Your statement within 14 days of receipt of information by the Registry or the Registrar.

If despite the Registry request You do not satisfy to the registration requirements the domain name will be deleted.

You acknowledge that if the domain name is deleted following Your failure to comply with the registration requirements, You will not be refunded of Your registration fees.

Besides, You are solely responsible for fulfilling all requirements of the registration guidelines.

### **→ Content and use restrictions:**

- a) **Content:** .REISE domain names must only be used for purposes solely dedicated to travel topics
- b) **Use:** You must use Your .REISE domain name within 6 months after the initial registration, use being defined in the registration policies of the Registry

## **Section .REISE.5. “Trademark Claim Notice” period**

In accordance with ICANN rules, during the 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 .REISE.8. Reserved names and premium domain names**

Some words are reserved or prohibited:

-<http://www.icann.org/en/about/agreements/registries/REISE>

(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 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 notified 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 .REISE.9. 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 .REISE.10. Pricing**

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/REISE>

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

### **Section .REISE.11. 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 acknowledge that You are prohibited to use proxy and/or privacy services for domain registrations.**

You agree that the Registry plans to operate a directory for all registered domain names under the TLD and will contact registrants to complement their listing. The purpose of the directory is to present all registrants as trustworthy members of the travel industry and to improve the benefit of the TLD to the public. The searchable directory contains additional information like kind and location of business of the registrant.

### **Section .REISE.12. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System), the ERDRP and the PPDRP and RRDRP for .REISE 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 URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

You also agreed to the policies of the EDRP, PDDRP and RRDRP which are available below:

[http://myicann.force.com/SunriseAttachment?](http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJEeW94RUFE)

[attachmentId=MDBQZDAwMDAwMEJEeW94RUFE](http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJEeW94RUFE) (Eligibility Requirements Dispute Policy)

<http://newgtlds.icann.org/en/program-status/pddrp> (Post-Delegation Dispute Resolution Procedures)

### **Section .REISE.13. 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 acknowledge that registrants taking over a .REISE domain name must themselves comply with all of the requirements laid down in the registration guidelines.**

### **Section .REISE.14. 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 .REISE.15. 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 .REISE.16. 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 acknowledge that:

- You are entitled to register the domain name,
- the domain name does not violate or encroach on the rights of any third parties,
- that the domain name and its (intended) use do not violate the provisions and/or laws and/or regulations of the European Union, the Federal republic of Germany or other relevant laws,
- that You have not registered or will use the domain name for abusive, speculative or anti-competitive purposes, and that You have checked this.

You also give Your consent not to register domain names

- which **obviously** violate ethical principles or criminal law (unlawful domains, racist domains, domains glorifying violence or inciting hatred or liable to corrupt the young, indecent, insulting or otherwise immoral domains)
- which contain words or fragments of words which as generally, objectively perceived, could be felt to be indecent. This includes above all swear words, invectives and racist words or words or parts of words which could violate ethical, religious or moral sensibilities in a substantially way

- Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
- You have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry.

Moreover, if You collect and maintain sensitive health and financial data You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

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, to the maximum extent permitted by Law, defend and hold harmless the Registry, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable lawyer fees) arising out of or relating in any way to Your domain name registration and use. 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 .REISE.17. Exclusion of liability and actions of the Registry**

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- Gandi has not paid the domain fees to the Registry,
- You have persistently violated the registration guidelines and, despite warnings and deadlines being set, continues to violate them,
- the domain name contains an obviously illegal statement,
- You have agreed in writing, with no restrictions and under penalty of law, to not use the domain name, or for a corresponding injunction they have issued a final statement, or if a corresponding national or international enforceable judgement has been issued against them,
- in a national or international enforceable judgement a tribunal has decided, that Your registration of domain name violates the right of third parties, or You have issued a final statement to a corresponding injunction
- the registration of the domain name for its owner, taking into account of its actual use, quite obviously violates the rights of a third party, or is in some other way illegal,
- the use of the domain or its content are obviously abusive and could harm the general public for example by illegal and fraudulent activities, spam, phishing, pharming, spreading

malware, botnet activities, trafficking, child pornography, unusual network activities (e.g fast flux hosting)	Registry service providers or any Registrar in relation to a domain name registration
<ul style="list-style-type: none"> <li>• the data for the registrant or the admin contact supplied to the Registry are false or Your identity or admin contact cannot be established from the specified data,</li> <li>• on the request of ICANN</li> <li>• to protect the integrity, security, and stability of the Registry System</li> <li>• to comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process</li> <li>• to avoid any liability of the Registry, its affiliates, shareholders, subsidiaries, officers, directors and employees</li> <li>• to stop or prevent any violations of any terms and conditions of this agreements to correct mistakes made by the Registry, the</li> </ul>	<p>Without prejudice to more extensive legal rights, as part of the abuse rules required by ICANN for gTLD's (.REISE anti-abuse rules), under certain circumstances the Registry can remove a domain name and the technical data from the name servers for the gTLD .REISE (disconnection), change the contact data, or delete or withdraw a domain name.</p> <p>The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute</p>

- end of annex .REISE-