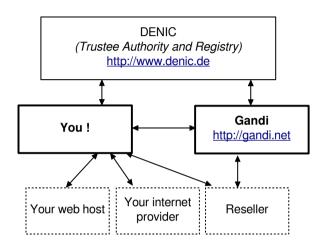
version n°3.0 - October 15th, 2018

In addition to Gandi's <u>General Terms and Conditions</u> for domain name registration, the registration and use of a .DE domain name implies Your acceptance of and compliance to the special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our <u>website</u>. Capitalized terms have the definition attributed to them in Our <u>General Terms and Conditions</u> for Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .DE.1. Trustee Authority and Registry

.DE is the official country code Top-Level-Domain (ccTLD) of Germany. The following diagram presents the parties involved in the management of this ccTLD:



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

The owner of a .DE domain name enters into a direct contractual agreement with the Registry (DENIC), and with the Registrar/Denic Member (Gandi).

Section .DE.2. Registration Terms and Conditions

When You apply to register a .DE domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions pertaining to the registration of .DE domain names, as defined by the DENIC, and which may be viewed at the following addresses:

- Terms and Conditions: https://www.denic.de/en/domains/de-domains/domain-terms-and-conditions
- Guidelines:

https://www.denic.de/en/domains/de-domains/domain-guidelines

 Privacy policy: https://www.denic.de/en/about-denic/d

https://www.denic.de/en/about-denic/data-privacy-statement

These rules, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .DE Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Us and You.

Section .DE.3. Special requirements

.DE special requirements are available on: http://www.gandi.net/domain/de/info

.DE domains are open to anyone.

If You are not domiciled in Germany, You have to name an authorised representative domiciled in Germany (post-office box is not allowed) for receiving the service of official or court documents (as defined in terms of Article 184 of the German Code of Civil

Procedure), within 2 weeks upon request by DENIC.

You have to specify nameservers (DNS) that are correctly configured for the domain name that You intend to register, according to the Registry's "zonecheck" standards. A domain name that is linked to invalid servers (DNS) will be deactivated for 30 days, and will be subsequently deleted by the .DE Registry.

You must provide and maintain accurate, reliable and up-to-date personal contact information, failing this the .DE Registry may delete Your domain name.

Section .DE.4. Registration term

The registration term is 1 year. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .DE.5. Pricing

As long as Your domain name is managed through Gandi, Your obligation to pay DENIC for Your domain name is waived, and You agree to comply with the Gandi's prices.

Our prices can be viewed on:

http://www.gandi.net/domain/price/detail/de

In the event Gandi would have to release Your domain name to DENIC, You agree to comply with the DENIC's prices, until You choose another Registrar to manage Your domain name.

DENIC prices may be viewed on the following address, which You agree to have read and understood:

http://www.denic.de/en/preisliste.html

Section .DE.6. Storage of contact information

You consent to the collection and use of Your personal data by the Registry in accordance with its <u>privacy policy</u>.

In accordance with applicable laws and Registry privacy policy, Your personal data is not publicly available in the Registry Whois database.

Section .DE.7. Dispute resolution policy

The .DE Registry has set forth a dispute resolution policy specific to .DE domain names that You agree fully abide by: https://www.denic.de/en/service/dispute

In the event that any third party exerts their claim to a domain which is already registered, then that party must provide DENIC documented evidence of their right to such claim, and evidence demonstrating that they had already attempted contact directly with the domain holder. If both of these requirements are met, then DENIC reserves the right to place a DISPUTE status on the domain name, thus preventing a holder or Registrar change until the dispute has been resolved.

Section .DE.8. Transfer (change of Registrar)

The process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the domain's

authorization code (supplied by Your current Registrar), and that Your domain name does not expire soon (We recommend that You start the transfer request at least one month before the domain's expiration).

The effective transfer is subject to validation by email.

The transfer to Gandi resets the creation date of the domain name and any remaining period is lost.

In accordance with DENIC's technical specifications, it is not possible to set a TransferProhibited status on a .DE domain name.

Section .DE.9. Ownership change

The ownership change process is available on Our Interface, it requires the confirmation of the two parties by e-mail.

The owner change of a .DE domain name does not change the domain's Expiration date.

Section .DE.10. Deletion Process

Upon the Expiration, the domain name is released by Gandi to the Registry. All associated technical services are deleted.

At this time, the domain name is placed in "TRANSIT" status and You are informed accordingly by letter from DENIC. You have a period of 4 weeks to decide to transfer back Your domain name to Gandi (please contact Our customer service department) or delete it (directly via the Registry interface). If You do nothing by the date stipulated in the letter sent by DENIC, Your domain will be transferred for administration to DENIC direct Service, and You will have to pay the corresponding charges in accordance with DENIC's current price list.

-end of annex .DE-