

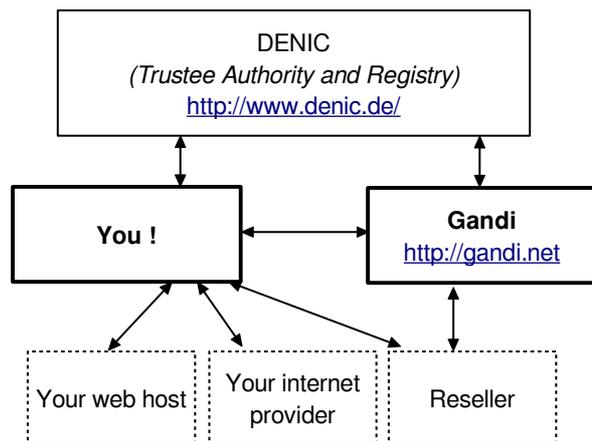
version n°2.2 – December the 2nd, 2016

In addition to Gandi's [General Terms and Conditions](#) 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 [website](#). Capitalized terms have the definition attributed to them in Our [General Terms and Conditions](#) 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 that You certify to have full knowledge of and that 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>

These contracts are binding between You and the .DE Registry. The special conditions contained herein do not replace these Rules, but rather form part of them. You acknowledge to have fully understood and accepted these rules on Our website.

Section .DE.3. Special requirements

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

The .DE domains are restricted to individuals or legal entities who have an address in Germany. In addition administrative and technical contacts must be natural persons.

To register a .DE domain name, You must agree to the following conditions:

- the registration term is 1 year,
- to avoid any deletion of the domain name, the renewal must be paid and funds cleared **before the Expiration date**,
- You must provide a valid address (not a Post Office Box) located in Germany for the owner and/or administrative contact. If You do not have a valid address in Germany, **Gandi will automatically provide You with a local Administrative Contact (hereafter called the "Trustee")**, in compliance with this contract, particularly the section .DE.4. hereafter,
- You must provide and maintain accurate, reliable and up-to-date personal contact information, failing this the .DE Registry can delete Your domain name,
- You must 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,
- some words are prohibited for domain name registration, particularly the endings of existing Top Level Domains (such as ".com.de") or the abbreviated geographical designations used for vehicle registration number plates in Germany,

Section .DE.4. Gandi's Administrative Contact Trustee service

The use of the Administrative Contact Trustee service, provided by Gandi, is optional (automatically assigned to Your domain name if You do not provide an Administrative Contact that is compliant with the Registry's rules), and is authorized only if Gandi is Your current Registrar, provided that You comply with Our General and Special Terms and Conditions. **Therefore, if You wish to transfer Your domain name to another Registrar, You must have previously designated another valid Administrative Contact.**

The Trustee will inform Gandi of all issues relating to Your domain name registration and, to the extent possible, not make any decision without previously consulting You. In the event that the Trustee receives a summons and/or complaint regarding Your domain name, the Trustee shall only be obliged to acknowledge receipt, and refer the case to Gandi that transmit it to You to the e-mail address that is associated with the owner (Registrant) Contact of Your domain name on the date of receipt, or in any other format associated with the Registrant's contact data. You also acknowledge that We will not be held liable for any delay in the transmission of information in application of this contract. The Trustee will, when decisions may or have to be made without consulting You, make such decisions according to his equitable discretion.

The Trustee is entitled without any further consent by You to transfer all rights and obligations to another Trustee and to register him as Administrative Contact for Your domain name.

You are, as the domain name owner, solely liable for the choice and the use of Your domain name. Gandi, as well as the Trustee provided by Gandi if applicable, shall have no liability in that respect. You agree to indemnify and hold harmless Gandi and any Trustee provided by Gandi for any consequence and/or conviction resulting from a dispute relating to Your domain name. Such obligation shall survive the term of this contract.

Gandi may, at any time, terminate its Trustee service. We will then notify You of this termination, by e-mail. **You will then be under the obligation to designate, in a timely manner, another local Administrative Contact. Failure to do so will result in a material breach the Registry rules which would lead to the deletion of the domain name,** without any right of claim to refund, and without Gandi's liability being incurred.

In compliance with Our own contractual obligations, the following conditions, that You acknowledge to have fully understood and accepted, shall apply.

Section .DE.4.1. Your obligations to Gandi's Administrative Contact Trustee service

- You warrant that You have verified that Your choice and use of the chosen domain name does not infringe upon the rights of third parties (trademark rights, rights to a name, copyrights...), that it does not violate statutory prohibitions and public order, and that it is not used for illegal purposes, in particular phishing and spamming. You agree not to publish on the website filed under Your domain name any illegal contents, in particular contents violating statutory prohibitions, trademark rights, rights to names, copyrights or public order.
 - You shall immediately inform Gandi in writing (by mail, fax or e-mail) about all registration-related occurrences concerning Your domain name, in particular the threat or the initiation of legal measures.
 - In case of change of ownership, You must inform the new owner of the specific rules concerning the Trustee for this domain name, and the new owner must accept the terms of Gandi's Administrative Contact Trustee service or designate an other local Administrative Contact.
 - With any transfer to another Registrar, the designation of the Trustee will cease. If You do not designate a new local Administrative Contact prior the transfer, then Gandi and the Trustee may reject the transfer. If Your domain name is nevertheless transferred while maintaining the Gandi's Administrative Contact Trustee, then the Trustee will be entitled to delete Your domain name.
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- **You agree to reply** in detail to any and all inquiries by the Trustee contact relating to Your domain name, by mail, fax or e-mail, immediately but at the latest within **48 hours**. This time period may be further reduced if it is legally curtailed by a third party (claimant, court, administrative agency, etc.).

- You must maintain Your contact data up-to-date at all times and You explicitly authorize Gandi to make the contact data available to the Trustee.

- If Your contact details are not correct and if You are not reachable via the contact information that You have provided, particularly Your e-mail address, or if You do not reply to an inquiry from Gandi or the Trustee within the time limit granted to You, this shall represent a material breach of this contract, and **the Trustee is entitled to make any decisions, in particular to delete the domain name.**

Section .DE.4.2. Resolution of disputes with third parties

Should the local Administrative Contact, either directly or in his capacity as Trustee for Your domain, be contacted by a third party

demanding deactivation or deletion of the domain, You must, within the above time limit (**48 hours**, or less in some cases), declare in writing Your intention to release or defend the domain.

- Should You agree to release the domain, Gandi or the Trustee will declare the deletion of the domain to the Registry, and will inform the complainant. This declaration shall terminate Our Administrative Contact Trustee service, a separate notice of termination is not required.
- **If You do not reply to Our notification, Gandi or the Trustee shall be entitled to immediately delete the domain name,** without any right of claim by You to refund or indemnity.
- If You inform of Your intention to defend the domain, You must deposit with the Trustee within 48 hours a bond (cash payment in Euros or performance bond of a major European commercial or saving bank) in the amount to be determined in equitable discretion by the Trustee, patterned on the German Judicial Costs Act and the Attorney's German Fee Act as well as, possibly, on damage compensation claims to be expected, which bond covers the potential compensation claim of the Trustee according to litigation costs and damage compensation payments the Trustee may possibly have to bear. In addition, within 48 hours, You must designate an attorney to assume Your legal representation in relation to the third party, in court and out of court. **Failure to comply with these obligations constitutes material breach of this contract and the Trustee will be entitled to delete the domain,** without any right of claim by You to refund or indemnity.

Section .DE.4.3. Violation of law

Should Gandi or the Trustee find that Your domain name and/or the contents accessible on the website under Your domain name violate laws notably laws of any States of the European Union, in particular if they violate criminal law regulation, and/or in case of improper use of Your domain name, in particular, but not limited to, phishing or spamming, Gandi or the Trustee will be entitled to terminate the Trustee service and delete all Your .DE domain names for which You use Gandi's Trustee service immediately and without prior notice and without any right of claim by You to compensation or refund, and You may be liable to pay damages in case of prejudice, in addition to any fines or penalties prescribed by legislation in force.

Article .DE.4.4. Liability and compensation

You shall indemnify the Trustee from all costs, damages, disadvantages and damage compensation claims incurred because third parties, with or without justification, in court action or out of court, assert claims over registration of the domain name or the website content filed under Your domain name and in doing so sue the Trustee, either alone or along with You. This indemnity remains in force regardless of any culpability. The Trustee is obliged to successively cede to You, in return for compensation for detriment it has suffered any eventual compensation claims against third parties taking action without justification.

The Trustee is only liable for damages if he has violated an essential contractual obligation in a manner jeopardising this contract or if the damage is due to gross negligence or deliberate intent on the part of the Trustee. If culpable violation of an essential contractual obligation is not grossly negligent or deliberate then liability will be limited to the damage that was reasonable foreseeable for the Trustee, at maximum to ten times the annual registration fee for the domain names.

Article .DE.4.5. Miscellaneous

The proper court venue for all disputes about the service provided by the Trustee is in the courts of Dusseldorf, where You are a businessman, a legal entity of public law, a segregated estate under public law or without any proper court venue in Germany. The law of the Federal Republic of Germany applies exclusively to the service provided by the Trustee and to concomitant claims, of whatever kind, with the provision of the United Nations Convention on Contracts for the International Sale of Goods (CISG) being expressly barred.

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

DENIC .DE 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 accept that the .DE Registry can access Your personal data and may display this data in the public [Whois](#) database.

Section .DE.7. Dispute resolution policy

The .DE Registry has set forth a .DE domain name Alternative Dispute Resolution Policy 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 transfer's completion requires Your confirmation (by e-mail).

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

The transfer does not change the domain's Expiration date.

Section .DE.9. Ownership change

The owner change can be done through a fax process (Gandi form and proofs of identity).

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

Section .DE.10. Deletion Process

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

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 DENICdirect Service, and You will have to pay the corresponding charges in accordance with DENIC's current [price list](#).

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