

DENIC Domain Terms and Conditions

Please note:

The English translation of the DENIC Domain Terms and Conditions is provided for the convenience of our non-German-speaking customers. Regardless of this, only the original German-language version is legally binding.

The following terms and conditions shall apply to the Domain Contract between DENIC (in full: DENIC Domain Verwaltungs- und Betriebsgesellschaft eG) of Frankfurt am Main and the Domain Holder.

§ 1 Domain registration and administration

(1) The (future) Domain Holder shall submit the domain application to DENIC either through a DENIC member or directly. DENIC shall accept the application by confirming or performing the registration. If, in the latter case, the Domain Holder does not create the necessary technical conditions for the domain's connectivity within a period of four weeks, this situation shall result in the immediate termination of the Domain Contract (condition leading to termination).

(2) If the application for registration of a domain is made through a DENIC member, then that same member shall also administer the domain on behalf of the Domain Holder thereafter. Any communications which the Domain Holder sends to DENIC on the basis of these Terms and Conditions, including a possible notification of termination of the contract, shall all also be transmitted through this same DENIC member. It shall also be possible for communications from DENIC to the Domain Holder to be similarly transmitted through said DENIC member.

(3) If the application for registration of a domain is submitted directly to DENIC, the domain shall be administered henceforth by DENIC itself (direct administration by DENICdirect).

(4) It shall be possible for the Domain Holder to transfer administration of the domain from DENIC to a DENIC member or vice versa and also from one DENIC member to another. Such a transfer shall be made by the Domain Holder submitting an appropriate application to DENIC through the DENIC member who is to administer the domain thereafter or, in the case of a future direct administration, directly to DENIC. The Domain Holder shall also inform the DENIC member who has administered the domain heretofore, or DENIC itself if the previous administration has been directly through DENIC.

§ 2 Duties of DENIC

(1) DENIC shall ensure that the domain and its technical data are included in the name servers for the Top Level Domain .de (connectivity).

(2) At no time does DENIC carry out any verification whatsoever as to whether the registration of

the domain or use thereof by the Domain Holder infringes the rights of others.

(3) DENIC shall be permitted to place a Dispute Entry on the domain if a third party presents a credible case to show that he/she might have a right to the domain and declares that he/she has taken steps to enforce this right against the Domain Holder. The Dispute Entry shall take effect for one year, but it shall be possible for DENIC to extend it, provided its holder submits evidence that the dispute has still not been resolved. It shall be possible for a domain that has had a Dispute Entry placed on it to continue to be used by its domain holder, but it shall not be possible for it to be transferred to anyone else.

§ 3 Duties of the Domain Holder

(1)) In submitting the application for registration of a domain, the Domain Holder shall give an assurance that the data pertaining to him/her contained therein is correct and that he/she is entitled to register and/or use the domain and, in particular, that the registration and intended use of the domain does not infringe anybody else's rights nor break any law. If the Domain Holder is not domiciled in Germany, he/she shall be required to appoint an Administrative Contact domiciled in Germany. This Administrative Contact shall also be the Domain Holder's authorized representative for receiving the service of official or court documents for the purposes of §§ 174 ff. of the German Code of Civil Procedure.

(2) It shall be the Domain Holder's duty to ensure all the necessary technical conditions for the domain's connectivity, to carry out a whois query immediately after registration to check the data published at <http://www.denic.de/de/whois/index.jsp> and to inform DENIC immediately of any required corrections to the data as published as well as any subsequent modifications to it. In so doing, the Domain Holder shall pay attention, in particular, to complying with DENIC's Domain Guidelines.

§ 4 Fees

(1) The domain fees and the dates on which they are due are to be found in DENIC's current price list, which is available for consultation at <http://www.denic.de/de/preisliste.html>. DENIC shall have to the right to modify this price list, giving two months' notice of any such change.

(2) As long as the domain is administered by a DENIC member and said member meets their payment obligations towards DENIC, the Domain Holder's duty to pay shall be suspended. Should this condition no longer be met, the Domain Holder's duty to pay shall be reactivated, and the Domain Holder shall be required to pay the domain fee directly to DENIC thereafter.

§ 5 Liability

(1) DENIC shall only be liable for any damage caused by it or by any of its vicarious agents through gross negligence or with malice aforethought as well as for any breach of substantial contract duties for which it is to blame. In the event of a breach of substantial contract duties through ordinary negligence, DENIC's liability shall be limited to the damage typically predictable, as a rule, however, to a sum not exceeding the domain fee for a single year. These limitations shall not apply if any harm has been caused to life and limb.

(2) The members of the DENIC cooperative are not DENIC's vicarious agents.

(3) The Domain Holder shall be liable for any damage that DENIC may suffer on account of incorrect registration data.

(4) The Domain Holder shall relieve DENIC of any liability resulting from claims filed by third parties and shall compensate DENIC for any damage and costs that it may suffer through third parties taking action against it on the grounds that the registration of the domain for the Domain Holder or its use by the Domain Holder infringe the rights of said third parties. In the same way, the Domain Holder shall also compensate DENIC or DENIC employees for any damage and costs they may incur through a criminal prosecution on account of the registration or the use of the domain.

§ 6 Transfer of the domain

(1) The domain shall be transferable, unless it is comprised of another TLD or one of the combinations of letters used for road-vehicle number plates in Germany to indicate the district in which they are issued.

(2) DENIC shall register the domain for a third party nominated by the existing Domain Holder provided the existing Domain Holder terminates the domain contract and the third party submits a domain application. DENIC shall have the right to refuse the third party's application for as long as the domain is subject to a Dispute Entry (§ 2 (3)).

§ 7 Termination

(1) The Domain Contract shall be concluded for an indefinite period. It shall be possible for the Domain Holder to terminate it at any time without prior notice.

(2) It shall only be permitted for DENIC to terminate the contract on substantial grounds. These grounds shall include, in particular, any case in which

- a) the domain itself includes a manifestly illegal statement;
- b) or the Domain Holder has entered into an unconditional, written commitment subject to criminal sanction not to use the domain, or the Domain Holder has issued a corresponding final declaration in proceedings for an interim injunction;
- c) or in a final and absolute judgement on the substance of the case, it has been determined that the registration of the domain for the Domain Holder infringed the rights of others, or that the Domain Holder has issued a corresponding final declaration in proceedings for an interim injunction;
- d) or the registration of the domain for the Domain Holder is obviously illegal regardless of the specific use made of it;
- e) or the Domain Holder has persistently breached substantial contract duties or has remained in breach of them despite receiving a formal warning accompanied by a deadline for compliance;
- f) or the data of the Domain Holder or the Administrative Contact submitted to DENIC is incorrect;
- g) or it is impossible to establish the identity of the Domain Holder or the Administrative Contact from the data submitted;
- h) or the Domain Holder not being domiciled in Germany, the service of a document on the Administrative Contact instigated by a third party fails at two consecutive attempts;

i) or the Domain Holder, having abandoned his/her domicile in Germany and having received a formal warning accompanied by a deadline for compliance, fails to appoint an Administrative Contract domiciled in Germany;

j) or in the case of direct administration (§ 1 (2), third sentence), the Domain Holder fails to pay the domain fee despite receiving a formal warning accompanied by a deadline for compliance;

k) or in the case of administration of the domain by a DENIC member (§ 1 (2), first sentence) and following the reactivation of the duty to pay fees to DENIC (§ 4 (2), second sentence), the Domain Holder, having received a demand for payment accompanied by a threat of termination, fails within a month either to transfer the domain to another DENIC member for administration or to pay the domain fee to DENIC.

(3) Notwithstanding any further-reaching legal rights it may have, it shall be permitted for DENIC, when it gives notice of termination for the domain, to disconnect the domain.

(4) In the event of termination of the contract or disconnection DENIC shall not refund any domain fees already paid.

§ 8 Advice on data protection

The names and addresses of the Domain Holder as well as the Administrative and Technical Contacts and the Zone Administrator and also the telephone and telefax numbers and e-mail addresses of the Technical Contact and the Zone Administrator are published by DENIC in its Whois search at <http://www.denic.de/de/whois/index.jsp>. Any further telephone numbers, telefax numbers and/or e-mail addresses shall only be published there upon the express wish of the Domain Holder expressed in writing.

§ 9 Applicable Law and Place of Jurisdiction

The Domain Contract is governed by German law. For all legal persons as well as for all natural persons having their domicile or habitual residence outside of Germany, the courts with exclusive jurisdiction shall be those of Frankfurt am Main. DENIC shall, however, have the right to take legal action against the Domain Holder before the courts having general jurisdiction for him/her.