ANNEX .HAMBURG - SPECIAL CONDITIONS FOR THE .HAMBURG TLD

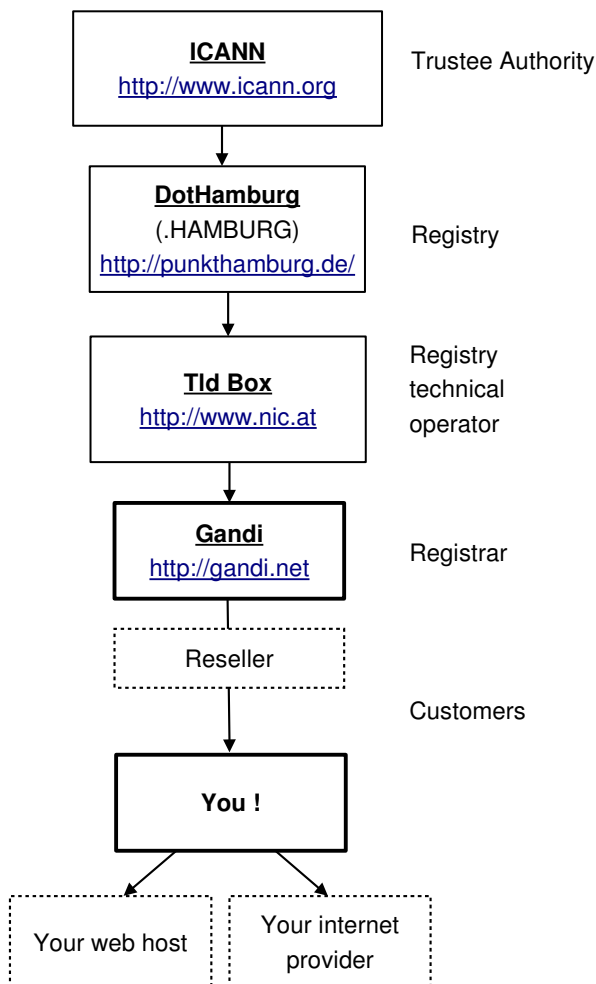*version 1.0 – July the 30th, 2014*

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .HAMBURG 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 .HAMBURG.1. Trustee authority and Registry

.HAMBURG is a generic Top-Level-Domain (gTLD) which is community-based, as a result a limited group of registrants are eligible to register a .HAMBURG. Its aim is to promote the city of Hamburg in Germany. The following diagram presents the various parties involved for the .HAMBURG TLD:

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

Section .HAMBURG.2. Registration terms and conditions

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

- Policy for the registration of .HAMBURG domain names : http://dothamburg.files.wordpress.com/2014/06/hamburg-registration-policy1.pdf (English version) http://dothamburg.files.wordpress.com/2014/06/hamburg-registrierungsrichtlinien.pdf (German version)
- Sunrise Policy : http://dothamburg.files.wordpress.com/2014/06/hamburg-sunrise-policy.pdf (English version) http://dothamburg.files.wordpress.com/2014/06/hamburg-sunrise-richtlinien.pdf (German version)
- Sunrise Dispute Resolution Policy : http://dothamburg.files.wordpress.com/2014/06/hamburg-sunrise-dispute-resolution-policy-sdrp.pdf (English version)
http://dothamburg.files.wordpress.com/2014/06/hamburg-sunrise-streitschlichungsrichtlinien.pdf (German version)
Limited Registration Phase Policies:
http://dothamburg.files.wordpress.com/2014/07/hamburg-policy-limited-registration-phase.pdf (English version)
http://dothamburg.files.wordpress.com/2014/07/hamburg-richtlinien-limited-registration-phase.pdf (German version)
- Eligibility Requirements Dispute Resolution: http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJEeW94RUFE (English version)
http://dothamburg.files.wordpress.com/2014/06/hamburg-erdr-richlinien.pdf (German version)
- Anti-Abuse Policy : http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJEeW9KRUFU (English version)
http://dothamburg.files.wordpress.com/2014/06/hamburg-anti-abuse-policy.pdf (German version)
- Whois Policy : http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJEeXJ3RUFE (English version)
http://dothamburg.files.wordpress.com/2014/06/ha

mburg-whois-richtlinien.pdf (German version)
- Reserved Domain Names Policy :
  http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJEeXB2RUFE (English version)
  http://dothamburg.files.wordpress.com/2014/06/hamburg-richtlinien-reservierte-domains.pdf (German version)
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .HAMBURG 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 .HAMBURG Registry is available at the following address:
www.icann.org/en/about/agreements/registries/hamburg

The Registry is a third party beneficiary of this agreement, entitled to enforce its rights vested by the registration agreement. The realm of these rights encompass compliance, validation, security, URS/UDRP or misuse/abuse cases or issues are concerned. The rights in these cases or issues vested in Registry as beneficiary of the registration agreement shall survive the termination or expiration of the said registration agreement

Section .HAMBURG.3. Launch rules

The .HAMBURG domain name launch will occur in 3 phases: Sunrise, Limited Registration Period and general opening.

The Sunrise phase will run from the 14th of July to the 13th of August, 2014. The Limited Registration Period will run from the 14th of August to the 26th of August, 2014. General opening is scheduled for the 27th of August. These dates are not definitive and are subject to change by the Registry.

Preregistrations during the Limited Registration Period and general opening phase are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .HAMBURG.4. Special requirements

.HAMBURG special requirements are available at:
http://www.gandi.net/domain/hamburg/info

.HAMBURG domain names are open to any natural person, legal person, organization or association of persons, if they can demonstrate that they have an economic, cultural, historical, social or any other connection to the metropolitan area of Hamburg verifiable by:

-their residence or second home, office or place of business, a branch or permanent establishment in the metropolitan area of Hamburg, or
-a contact listed in the Whois database with a domicile in the

metropolitan area of Hamburg, or
-other appropriate proof e.g the certification by an employer to enroll at a school or college, or birth certificate

The administrative contact of the domain names in .HAMBURG must be a natural person who is authorized to act for the owner of the domain (owner contact) and who is authorized and obliged to make binding decisions concerning the affairs of the domain. For each .HAMBURG domain only one administrative contact may be specified. The owner of the domain and the administrative contact can be one and the same natural person.

→ **Conditions for the content and use of .HAMBURG domain names:**

Moreover, the domain name must be **put in use within 12 months of registration.**

If You set up a website which can be reached via the registered domain name, the content of this site must be directly related to the authorization to register.

The .HAMBURG Registry retains the right, as its own discretion, to check the registration of domains as well as the authorization to register.

→ **Failure to comply with the eligibility criteria:**

If the details You provide during registration are incomplete and do not allow a check to be made, the Registry will inform the registrant as well as Gandi. Within 14 days of the information arriving, You have the option of having Your entry corrected by the registration office or by Gandi.

If despite being notified, You do not comply with the conditions of registration, the domain name will be deleted.

If the domain name is deleted due to Your failure to comply with the conditions of registration, any registration fees already paid will not be reimbursed.

You are solely responsible for always complying with all the requirements in the registration guidelines.

Section .HAMBURG.5. Sunrise

5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our Corporate team).

Eligibility conditions concerning the registration of a trademark

with TMCH and the applicable rules are available at the following address: http://www.trademark-clearinghouse.com/downloads

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a "SMD" (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the "label(s)" generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,
- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your "SMD" file for verification.

5.2 Allocation rules

Sunrise applications are reviewed on a "first-come first-served" basis. Provided no special allocation method is foreseen for a domain name, as a basic principle it will be allocated to the person who is entitled to register, whose application arrives first at the Registry in a technically correct form and in compliance with the .HAMBURG registration guidelines and will be entered into the .HAMBURG Registry database.

Domain names listed on the ICANN block list (ICANN's SLD Name Collision block list) which You may find at the following page:
http://www.icann.org/sites/default/files/tlds/hamburg/hamburg-apd-list-12nov13-en.csv are available for registration during the Sunrise period but will be activated when ICANN will authorize their registration.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

5.3 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:
http://www.trademark-clearinghouse.com/dispute

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:
http://dothamburg.files.wordpress.com/2014/06/hamburg-sunrise-dispute-resolution-policy-sdrp.pdf

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, "SMD" file invalid or revoked …) or if the domain name is not granted to You (if a third party has successfully challenged the domain name registration …).

Section .HAMBURG.6. Limited Registration Period:

During the timeframe after the end of the Sunrise Phase towards the start of General Availability a Limited Registration Period will take place.

In this phase, solely domain name registration of the Free and Hanseatic City of Hamburg on its own discretion for its own purposes or in favor of or by related third parties will be accepted.

The registration policies will apply during the Limited Registration Phase.

In order to register a domain name during this phase please contact our support team at support-en@support.gandi.net

Section .HAMBURG.7. "Trademark Claim Notice" period

In accordance with ICANN rules, during the Limited Registration Period and 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 .HAMBURG.8. Reserved names and premium domain names

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/hamburg (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 notify 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 .HAMBURG.9. Registration term

The registration term is 1 year for requests made during the Sunrise and the Limited Registration Period, and 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 .HAMBURG.10. Pricing

Our prices may be viewed at:
https://www.gandi.net/domain/price/detail/hamburg

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

Section .HAMBURG.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.

Section .HAMBURG.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .HAMBURG domains, as well as ERDRP (Eligibility Requirements Dispute Resolution Policy), PDDRP AND RRDRP 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?attachmentId=MDBQZDAwMDAwMEJEeW94RUFE (Eligibility Requirements Dispute Policy)

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

Section .HAMBURG.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.

The registrant taking over a domain name must himself or herself comply with hall of the requirements in the registration guidelines.

The Registry has set-up an appeal procedure to block the transfer of a domain name to a new registrant. The appeal procedure features are depicted on the policies of the Registry.

Section .HAMBURG.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 .HAMBURG.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 .HAMBURG.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
• that 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 law 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 must immediately correct and update the registration information for the registered domain name during the registration term

You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

You must report any material changes to the validity of Your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD in order to ensure You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

You also agree not to register domain names:

-through which the incorrect impression could arise that it concerns a domain name, content or service provided by Hamburg's public authorities
-using abbreviations, new combinations, incorrect spellings, with additions, separated by punctuation or other variations which correspond to terms or combinations of terms used by Hamburg's public authorities
-which 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) or which endanger Hamburg's reputation
-which contains 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 part of words which could violated ethical, religious or moral sensibilities

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or any third party.

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 .HAMBURG.17. Exclusion of liability and actions of the Registry

You expressly acknowledge that the Registry is entitled to block domains which do not correspond to the registration guidelines and, by adding to the gTLD deletion cycle, to initiate the deletion or transfer them if:

• 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)
- 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,
- on the request of ICANN
- to protect the integrity, security, and stability of the Registry System
- 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
- to avoid any liability of the Registry, its affiliates, shareholders, subsidiaries, officers, directors and employees
- to stop or prevent any violations of any terms and conditions of this agreements to correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to a domain name registration

Without prejudice to more extensive legal rights, as part of the abuse rules required by ICANN for gTLD's (.HAMBURG anti-abuse rules), under certain circumstances the Registry can remove a domain name and the technical data from the name servers for the gTLD .HAMBURG (disconnection), change the contact data, or delete or withdraw a domain name.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

- end of annex .HAMBURG-