



REGISTRAR CODE OF PRACTICE FOR THE TLDS .KOELN / .COLOGNE

A. Introduction

The Registrar Code of Practice (referred to as the “Code”) is a compulsory set of principles and approaches to market conduct for Registrars in the TLDs .koeln and/or .cologne, and is to be read in conjunction with the Registry-Registrar Agreement and our policies - which can be found at the following link www.nic.koeln.

B. Objectives of this Code

The objectives of the Code are to promote and protect the interests of registrants, registrars and their customers by:

- Supporting and promoting competition;
- Establishing minimum standards for dealings between registrars, and with their customers and registrants;
- Ensuring that registrants and the registrar’s customers receive accurate, complete and timely information concerning domain name registrations; and
- Preventing practices that undermine the reputation of the TLD .koeln and .cologne and the interests of registrants and the registrar’s customers.

C. Market conduct - domain name registrations

- a. Registrars must not register or renew domain names (in advance of a request from an applicant or registrant) for the purpose of restricting a competitor of the domain name supplier from registering the domain name on behalf of the registrant, or for the purpose of later offering this domain name to potential customers.

Guideline - examples of unacceptable conduct:

(1) Anticipating a customer’s preference for a domain name (via examining customer activity on a web site, or by reference to other databases such as company name databases), registering that domain name using the customer’s details, and then offering the domain name to the customer for a fee or in conjunction with a bundled offering. This practice restricts the customer’s choice of domain name suppliers and may lock the customer into service conditions (such as the need to host a web site with the domain name Supplier). This example is sometimes called front-running.

(2) Pre-registering domain names that may be in demand in the future. This could be done to either artificially reduce the supply of a domain name perceived as good (e.g. by registering all domain names with 3 letters, along with registering the



appropriate business names to match), or with the intent to speculate on the value of the domain name for later sale. This example is sometimes called warehousing.

- b. Registrars must not register or renew domain names (in advance of a request from a customer or registrant) for the purpose of restricting a competitor of the registrar from registering the domain name on behalf of the registrant, or for the purpose of later offering this domain name to potential customers.

Subject to this clause, registrars must only register a domain name at the request of a customer.

- c. Registrars may register domain names on its own behalf for its own use.

D. Customer Contact

A registrar or other domain name supplier must use reasonable commercial endeavours not to send a renewal notice to a registrant, or any other communication that might reasonably be construed by a registrant to be a renewal notice, for a specific domain name license unless the Registrar is the Registrar-of-Record for that domain name license.

Guideline - meaning of reasonable commercial endeavours:

'Reasonable commercial endeavours' includes, for example, where a Registrar has checked the registry database to ensure that they are still the Registrar-of-Record, or where a Reseller has checked with their Registrar to ensure that they are still the Registrant's agent. Renewal notices should include the date on which the Domain Name Supplier made such checks.

E. Customer Information

Registrars must fully disclose to a registrant the following minimum level of information:

- The identity of the registrar including:
 - The legal name of the business and the name under which the business trades
 - The address of the registered office or principal place of business
 - An email address or other electronic means of contact, or telephone number
- The terms and conditions of the domain name registration as specified in the Registry-Registrar Agreement for the TLD;
- That the registrant's use of the domain name is subject always to our policies which are available at the following link www.nic.koeln;
- Where an application fee exists at the time of making the application, that any application fees charged are for the right to make the application for the domain name and are not the domain name registration fee;
- The fees for registration and renewal of the domain name, at the time of registration, in a clear and conspicuous manner; and



- The exact nature of any price increases that may be, or are, implemented with respect to the domain name.

Registrars must publish information about changes to any policy of the Registrar that materially affects a registrant's domain name.

Registrars acknowledge that the purpose of this clause is to promote consumer protection by ensuring that the registrant is informed as to the nature of all fees associated with its domain name, and this clause will be interpreted broadly to achieve this goal.

F. Definition and review

The Registry (dotKoeln GmbH) may discontinue or amend any part or the whole of this policy from time to time at its absolute discretion.