General Registration Policy for .KOELN and .COLOGNE

1. PREAMBLE

dotKoeln GmbH ("dotKoeln" or "Registry") operates the ".koeln" and ".cologne" Top Level Domains ("TLDs"). (Future) Domain Holders may place Domain Requests for domain names in the TLD with any registrar accredited by ICANN for the TLD.

2. Definitions

„Excluded Domain Names" are Domain names that are excluded from registration pursuant to Sect. 11 of the General Registration Policy.

"Auth-Code" is an authentication feature, normally generated by the Registrar in form of an alphanumerical character string, consisting of several characters that may be used to control a Domain Name via the Auth-Info-Process.

The **"Auth-Info-Process"** is a process commonly used for transferring Domain Names between Registrars or between Domain Holders. In this process, control over the Domain Name may be exerted after verification of an Auth-Code.

"DNS" refers to the Internet Domain Name System.

"Domain Request" is the unconditional request to register a domain name.

"(future) Domain Holder" is the natural or legal person who is listed in the database of the registry system as the domain holder or is seeking registration as a domain holder. The listed Domain Holder shall be the beneficiary of, and hold all rights to the Domain Name.

"Domain contract" is the agreement between the Registrar and the Domain Holder, regarding the management of the registered Domain Name.

"Domain Names" denote all strings in the registry system included within the .koeln or .cologne TLD as Second level domains (e. g. domain.koeln / domain.cologne), regardless of whether the string is active, inactive or blocked.

"ICANN" means the Internet Corporation for Assigned Names and Numbers.

"Label" means a character string formed by TMCH from a mark designation using the TMCH matching rules.

"Registrar" means any business having signed the ICANN Registrar Accreditation Agreement (RAA) as published 27th of June, 2013 or any later version, and has agreed to be bound by the Consensus Policies.

"Domain Registration" is the listing of a Domain Name in the root zone for the ".koeln" or ".cologne" TLD.

"Registry" means the dotKoeln GmbH, which operates the gTLDs ".koeln" and ".cologne".

"TLD", "gTLD", "New gTLD" or "Top Level Domain" refers to the top level of the Internet Domain Name System.

"Trademark clearinghouse, TMCH" is the trademark clearinghouse established by ICANN. For further details, see http://trademark-clearinghouse.com/

"Reserved Domain Names" are Domain Names, which pursuant to section 10 of this General Registration Policy may only be registered in favor of certain public bodies.

Additional terms may be defined later in this General Registration Policy.

3. Scope

This General Registration Policy contains general prerequisites for registration of domain names and applies to all restricted registration periods described in the Special Registration Policy, and during the subsequent general availability.

4. Domain name management by Registrars

Domain names in the ".koeln" and ".cologne" TLD are managed solely by accredited registrars. Registry is neither allowed nor obliged to manage domain names. In particular, accredited registrars manage all data collected with regard to domain names.

5. Domain registration

5.1 Domain Requests for Domain Names in the ".koeln" and ".cologne" TLD may only be addressed to accredited registrars. A separate request is required for each domain name. Registry shall make available a list of accredited registrars on its website www.nic.koeln. Registry provides its services to all accredited registrars without discrimination, i.e. all accredited registrars have equal opportunities to register and manage domain names.

5.2 The Domain Contract is made between the accredited registrar and the (future) domain holder. Registrar is solely responsible for the wording and formation of the domain contract and for Registrar's pricing policy.

5.3 dotKoeln shall not be legally obliged to register any specific domain name.

5.4 The domain request shall be submitted to Registry by Registrar. All notifications by Registry concerning the status of the order are returned to Registrar.

6. Term of Domain Registration and Renewal

6.1 Initial domain name registrations or renewals of ".koeln" or ".cologne" domain names must be at least for one (1) year and at most ten (10) years, provided that the term must be in full years.

6.2 Registrar will be notified of the approaching end of the registration term in good time, at least three (3) months in advance.

7. Permitted characters

7.1 All domain names must consist solely of the following characters:

U+002D # HYPEN-MINUS

U+0030 # DIGIT ZERO

U+0031 # DIGIT ONE

U+0032 # DIGIT TWO

U+0033 # DIGIT THREE

U+0034 # DIGIT FOUR

U+0035 # DIGIT FIVE

U+0036 # DIGIT SIX

U+0037 # DIGIT SEVEN

U+0038 # DIGIT EIGHT

U+0039 # DIGIT NINE

U+0061 # LATIN SMALL LETTER A

U+0062 # LATIN SMALL LETTER B

U+0063 # LATIN SMALL LETTER C

U+0064 # LATIN SMALL LETTER D

U+0065 # LATIN SMALL LETTER E

U+0066 # LATIN SMALL LETTER F

U+0067 # LATIN SMALL LETTER G

U+0068 # LATIN SMALL LETTER H

U+0069 # LATIN SMALL LETTER I

U+006A # LATIN SMALL LETTER J

U+006B # LATIN SMALL LETTER K

U+006C # LATIN SMALL LETTER L

U+006D # LATIN SMALL LETTER M

U+006E # LATIN SMALL LETTER N

U+006F # LATIN SMALL LETTER O

U+0070 # LATIN SMALL LETTER P

U+0071 # LATIN SMALL LETTER Q

U+0072 # LATIN SMALL LETTER R

U+0073 # LATIN SMALL LETTER S

U+0074 # LATIN SMALL LETTER T

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U+0074 # LATIN SMALL LETTER T

U+0075 # LATIN SMALL LETTER U

U+0076 # LATIN SMALL LETTER V

U+0077 # LATIN SMALL LETTER W

U+0078 # LATIN SMALL LETTER X

U+0079 # LATIN SMALL LETTER Y

U+007A # LATIN SMALL LETTER Z

U+00DF # LATIN SMALL LETTER SHARP S (ß)

U+00E4 # LATIN SMALL LETTER A WITH DIAERESIS (A-UMLAUT) (ä)

U+00F6 # LATIN SMALL LETTER O WITH DIAERESIS (O-UMLAUT) (ö)

U+00FC # LATIN SMALL LETTER U WITH DIAERESIS (U-UMLAUT) (ü)

7.2 Characters other than the aforementioned cannot be displayed and therefore must not be used.

7.3 Upper case letters are treated as lower case letters.

7.4 A domain name may not begin or end with a hyphen, nor contain hyphens in the third and fourth position.

7.5 The minimum length of a domain name is one (1) characters; the maximum length is sixty three (63) characters. If the domain name contains one or more of the characters "ß", "ä", "ö" or "ü", the maximum length is determined in accordance with the Request for Comments 5890 in the so-called ACE encoded form of the domain ("A-Label").

8. Obstacles to registration

8.1 A Domain Request will be denied if:

(i) an Exempt Domain Name is chosen without providing sufficient evidence with regard to all applicable registration requirements,

(ii) a Reserved Domain Name is chosen without providing sufficient evidence of the right to use the chosen designation,

(iii) the selected domain name contains any characters other than the permitted characters,

(iv) it was not submitted to Registry by a registrar accredited for the TLD, or if it is evident that no domain contract for the domain name was concluded with any registrar accredited for the TLD,

(v) personal data provided by the future domain holder is evidently incorrect or not all minimum required data was provided,

(vi) not all registration requirements as set forth in this General Registration Policy or in the Special Registration Policy are met or no satisfactory evidence for any of the requirements is provided,

(vii) the chosen domain name or an equivalent domain name is already registered in favor of another domain holder,

(viii) a domain name transfer is requested for a domain name that is subject to a dispute, hold or blocking restriction, and the requesting future Domain Holder, and the future Domain Holder is not the beneficiary of said dispute, hold or blocking restriction, or

(ix) a domain name transfer is requested without a valid Auth-Code.

8.2 Late submission of information or evidence supporting any of the foregoing requirements shall be regarded as failure to provide the requested information or evidence, unless Registry's request for information or evidence (i) contains an unreasonably short deadline or (ii) failed to inform Registrar that late submission may lead to the domain request being denied.

9. Priority of registrations: „first come, first served"

9.1 Domain names are registered in order of priority of the time of submission ("First Come, First Served" principle). The time of submission of domain requests is determined exclusively by the electronic time stamp generated by the Registry System at the time of receipt. The Registry System is set up to not issue two identical electronic time stamps. Electronic time stamps generated by other systems, in particular by Registrar's systems, are irrelevant.

9.2 In case of any further review of the domain request's compliance with registration requirements, or possible obstacles to registration, the electronic time stamp generated by the Registry System upon receipt of the domain request shall remain authoritative. The duration of any review process shall neither affect the time stamp nor a domain request's priority.

10. General Availability

10.1 Upon completion of all preceeding restricted registration periods (Sunrise, Limited Registration and Landrush), remaining Domain Names are generally available for registration throughout the availability of the TLD. As of this date, any fully legally competent (future) domain holder may submit domain requests. Domain requests must be submitted to registrars

accredited for the TLD. All registrations of domain names shall be performed in accordance with this General Registration policy.

10.2 The Trademark Claims Service applies to all registrations during the first ninety (90) days of general availability.

11. Domain Transfer

11.1 A Domain Name may be transferred to another (future) domain holder at any time, i.e. regardless of the remaining term of the current registration or renewal, unless the domain name is subject to a dispute, hold or blocking restriction.

11.2 Domain Names are transferred in accordance with the Auth-Info procedure using a temporarily valid "Auth-Code". The Auth-Code is provided to the transferring domain holder by its commissioned registrar upon request. This Auth-Code must be notified to the receiving (future) domain holder. The receiving (future) domain holder may use this Auth-Code to submit a domain request for the Domain Name using any registrar accredited for the TLD.

11.3 No Domain Name may be transferred without a valid Auth-Code.

11.4 A domain name cannot be transferred within sixty (60) days of its initial registration or its latest transfer.

11.5 Refunds or offsetting of fees paid, and all remaining payment obligation for the domain name registration are determined solely by the Registrars applicable terms and conditions.

12. Automatic Renewals

Upon expiry of the term of an initial registration or renewal of a Domain Name, the registration is automatically renewed for one (1) year, unless the Domain Name is either deleted or transferred within forty five (45) days of expiry of the registration term.

13. Dispute resolution/ordinary jurisdiction

The following dispute resolution mechanisms shall apply to disputes between (future) Domain Holders involving domain names registered in the TLD, and decisions passed in any of these proceedings shall be implemented by registrars:

(i) (for Sunrise registrations only) the Sunrise Dispute Resolution Policy (SDRP),

(ii) Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) in accordance with regulations published by ICANN at http://newgtlds.icann.org/en/program-status/pddrp,

(iii) Registration Restriction Dispute Resolution Policy (RRDRP) in accordance with regulations published by ICANN at http://www.icann.org/en/help/dndr/rdrp,

(iv) Uniform Rapid Suspension system (URS) in accordance with regulations published by ICANN at http://newgtlds.icann.org/en/applicants/urs

(v) Uniform Domain Name Dispute Resolution (UDRP) in accordance with regulations published by ICANN at http://www.icann.org/en/help/dndr/udrp/rules and

(vi) (provisionally) enforceable ruling passed by Austrian courts of law.

14. Trademark Claims Service

The Trademark Claims Service refers to the service provided by the Trademark-Clearinghouse, as set forth at http://trademark-clearinghouse.com/content/claims-services.

15. Deletion of Domain Names

15.1 Domain Names may be deleted at any time, i.e. without regard to the remaining term of the current registration or renewal, by submitting such request to the registrar.

15.2 Deleted Domain Names are re-released for registration after thirty-five (35) days. Until re-release of the deleted domain name, the last recorded domain holder may rescind deletion of the Domain Name against payment of a separate fee as set forth in the price list.

15.3 Refunds or offsetting of fees paid, and all remaining payment obligation for the domain name registration are determined solely by the Registrars applicable terms and conditions.

16. Content of agreements between Registrar and Domain Holder

The Registrar agrees with the (future) Domain Holder at least to regulations based upon the specifications of dotKoeln with the following content in the domain agreement:

16.1 Disclosure of personal data

> 2.1.1 The (future) Domain Holder is obliged to provide correct information on the Domain Request.

> 2.1.2 The (future) Domain Holder is obliged to immediately correct changes that lead to the incorrectness of the disclosed data without delay, but at the latest within 7 days.

> 2.1.3 The (future) Domain Holder is obliged to answer requests for review and correction of data within 15 days.

> 2.1.4 The (future) Domain Holder acknowledges that a breach of this obligation entitles the Registrar and dotKoeln to block and/or delete the domain name.

16.2 Incorporation of data privacy statement: The (future) Domain Holder agrees to the collection, processing and use of his Personal Data as set forth in Section "Data Protection".

16.3 Incorporation of registration policies: The (future) Domain Holder agrees to be bound by this General Registration Policy.

16.4 Incorporation of dispute resolution procedures:

> 16.4.1 The (future) Domain Holder agrees to be bound by all designated dispute resolution procedures.

> 16.4.2 The (future) Domain Holder recognizes as binding the decisions handed down in the referred dispute settlement procedures. (However, no limitation of his right to initiate proceeding in a court of law is intended.)

16.5 Suspension, deletion and transfer of a Domain Name

16.5.1 The (future) Domain Holder agrees that his registered Domain Name, in accordance with the registration policies, dispute resolution policies, or other terms and conditions or procedures by dotKoeln, may be suspended, deleted or transferred to a third party, provided that this is to

(i) correct a mistake by dotKoeln, or

(ii) enforce the decision of a dispute resolution procedure.

16.6 Third Party Rights: The (future) Domain Holder represents and warrants that to his best knowledge, neither the registration nor the use of the Domain Name infringes upon any third party rights.

The Applicant undertakes not to register domains that violate statutory provisions, interfere with or infringe rights of third parties or to register domains for abusive, speculative or anti-competitive purposes. Accordingly, dissemination of contents violating criminal law, offensive, racist, discriminating or pornographic contents via domains below the .WIEN Top-Level Domain is prohibited. The Applicant also undertakes not to register any domains giving the wrong impression that they are domains or general abbreviations, contents or services of public agencies or organisations associated with them, so-called plagiarising official domains.

The Applicant further undertakes not to register any domains that violate ethical or criminal-law principles (domains violating criminal law, glorifying violence, racist or demagogic domains, domains causing harm to young persons, offensive or insulting domains, domains that otherwise violate accepted principles of morality) or are likely to jeopardise the reputation of the City of Vienna. Domains using words or parts of words that might be perceived as offensive according to objective general perception are not allowed either. This includes, above all, expletives, defamatory or agitating language or words or parts of words likely to hurt the ethical, religious or moral feelings of internet users.

17. dotKoeln as third-party beneficiary

The dotKoeln GmbH, the operator of the registry of the TLDs .koeln and .cologne, is currently and in the future third party beneficiaries of the agreement between registrar and registrant. As such the parties acknowledge and agree that the third party beneficiary rights of dotKoeln GmbH have vested and that dotKoeln GmbH has relied on its third party beneficiary rights under the Agreement between Registrar and Registrant in agreeing to be a registrar for the TLD. Additionally, the third party beneficiary rights of dotKoeln GmbH shall survive any termination of this Agreement.

18. Data Protection

18.1 Data processing by NetCologne

Registry Database NetCologne stores the following categories of Personal Data in the Registry Database:

Of the (future) Domain Holder:

- Surname, first name
- Company/organisation,
- Postal address, consisting of street, house number, postal code, city, state/canton/province, country,
- Email address,
- Telephone number,
- Fax number;

Of the Admin-C:

- Surname, first name
- Company/organisation,
- Postal address, consisting of street, house number, postal code, city, state/canton/province, country,
- Email address,
- Telephone number,
- Fax number;

Of the Tech-C:

- Surname, first name
- Company/organisation,
- Postal address, consisting of street, house number, postal code, city, state/canton/province, country,
- Email address,
- Telephone number,
- Fax number;

Of the Registrar respectively:

- Name Company/organization,
- IANA-ID
- Language preference
- Postal address, consisting of street, house number, postal code, city, state/canton/province, country,
- Email address,
- Telephone number,
- Fax number,
- Tax number.

Of Control-Panel-User

- Surname, first name
- Email address.

This data is stored to ensure the continuous, centralized provision of TLD services which must be ensured also in the event of failure or malfunction of a Registrar.

18.2 Publication via WHOIS

All categories of Personal Data will be made available for retrieval by the public as part of the WHOIS services operated by dotKoeln at this time

(i) via port 43 according to RFC 3912 or the successor Protocol released by ICANN, and

(ii) via a World Wide Web based query form, or an alternative format and protocol released by ICANN

through the automated processes mentioned.

This public provision for retrieval serves both as basic information about the respective Domain Holder or contact person, and for the assertion of claims against the Domain Holder or the respective contact person.

18.3 Transfer to escrow provider

All Personal Data categories shall also be transmitted to the escrow provider and stored for the purpose of data backup. dotKoeln or the escrow provider may transfer all data to ICANN or a company designated by ICANN if dotKoeln should - for whatever reason - no longer be the registry operator for the TLD .koeln and .cologne.

18.4 Statistical analysis

dotKolen regularly analyses the content of the entire Registry Database for statistical purposes, and in particular for reporting obligations towards ICANN. Only anonymous data is processed and neither Personal Data nor domain names is transferred.

19. Order data processing

dotKoeln may contract processing of Personal Data as a whole, or any part thereof, to a third-party data processor by way of order data processing.

20. Technical and organizational measures

20.1 General information dotKoeln ensures compliance with applicable data protection regulations by implementing adequate technical and organizational measures in the processing of Personal Data.

20.2 Specific measures for the WHOIS services

dotKoeln is aware that making available to the public any Personal Data via WHOIS services may provoke automated mass retrieval by third parties. dotKoeln therefore implements measures to prevent such automated mass data retrieval. This includes in particular, the restriction of the number of queries from any particular IP address as well as the use of tests to distinguish automated queries from requests by humans.

21. Deletion of Personal Data

NetCologne stores the Personal Data beyond the termination of the Domain Contract insofar as required by statutory retention obligations. Until deletion following the end of the last mandatory retention period, access to Personal Data for purposes incompatible with the applicable retention obligation is blocked.