.BERLIN – Terms and Conditions

In addition to your registration agreement, the .BERLIN Registry-Registrar Agreement ("**RRA**") terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration agreement and the terms set out here, the RRA terms shall prevail.

1. Each Registrant of the .BERLIN TLD consents to the collection, use and disclosure of its personal data.

2. Each registrant shall adhere to and comply with the all policies, rules, and procedures including those for domain name dispute resolution, specifications, procedures, guidelines, programs or criteria implemented by the registry, at its reasonable discretion, and revised or amended from time to time (the "**Registry Policies**") adopted by the registry in relation to the .BERLIN TLD. Specifically, registrants must accept the Registry Policies prior to registration.

3. Each registrant acknowledges and agrees that (i) it is fully responsible for the registration and use of the registered domain name; and that (ii) it shall indemnify, to the maximum extent permitted by Law, defend and hold harmless the registry, the registry's service providers, the registry shareholders, and the registry directors, officers and employees and agents from and against any claim, damages, liabilities, costs and expenses (including reasonable lawyer fees) arising out of or relating to the registrant's domain name registration and/or use.

4. The registrants expressly agree that the registry and the registry service providers acting on behalf of the registry reserve the right to change the status of the relevant domain name(s) during the resolution of a dispute, a compliance procedure, upon a request from a competent authority (e.g. put on hold, lock), as well as to deny, modify, cancel, suspend, or transfer any registration that it deems necessary, in its complete discretion, in order to:

    a. protect the integrity, security, and stability of the Registry System;
    b. 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;
    c. avoid any liability of the registry, its affiliates, shareholders, subsidiaries, officers, directors, and employees;
    d. stop or prevent any violations of any terms and conditions of the RRA;
    e. correct mistakes made by the registry, the registry service providers or any registrar in relation to a domain name registration; and
    f. ensure compliance with ICANN and/or Registry Policies.

5. The registrants are obliged to immediately correct and update the registration information for the registered name during the registration term.

6. The registrants must adhere to and comply with all applicable ICANN Policies and Registry Policies for the resolution of disputes concerning domain names.

7. Registrants are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any laws in Germany, international, federal, provincial, territorial, and local laws and regulations and other laws of applicable governmental authorities as well as decrees, orders, rulings, judgments, and decisions from competent authorities that are applicable to the parties of the RRA ("**Applicable Laws**"). Registrants acknowledge that the consequences of such activities include suspension of the domain name.

8. Each registrant agrees that if they are using a proxy, privacy, and/or third-party service to register a domain name on behalf of itself, the proxy, privacy, and/or third-party service provider is deemed to be the registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations, and Applicable Laws are the responsibility of the registrant.

9. Each registrant has given its registrar the required consents, grants, and rights to grant the license for the registrant data to the registry.