.BERLIN – Terms and Conditions

In addition to your registration and/or reseller 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 and/or reseller agreement and the terms set out here, the RRA terms shall prevail.

1. Each reseller agrees to be bound by, and comply with all obligations applicable to the reseller in the RRA.

2. Each Reseller agrees to fully defend, indemnify and hold harmless the registry, and the registry members, officers, directors, agents, employees, and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of any dispute in relation to any domain name registered by the registrant's resellers in the system operated by the registry and/or the registry service providers for the operation of the registry and the provision of the registry services in relation to the .BERLIN TLD and domain names thereunder (the "**Registry System**"), including but not limited to disputes arising out of the reseller's non-compliance with any 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, ICANN Policies, any terms and conditions of any of the applicable obligations under the RRA, 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, and/or the reseller's infringement of third-party rights, unless the registrar can evidence not to have acted negligently.