

## **.HAMBURG – Terms and Conditions**

In addition to your registration agreement, the **.hamburg** 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. The Registrant acknowledges and agrees that (i) Registrant is fully responsible for the registration and use of the registered Domain Name; and that (ii) Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless REGISTRY, REGISTRY’s service providers, REGISTRY shareholders, and 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 Registrant’s Domain Name registration and/or use.
2. The Registrant expressly agrees that REGISTRY and REGISTRY service providers acting on behalf of 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 REGISTRY, its affiliates, shareholders, subsidiaries, officers, directors, and employees;
  - D. stop or prevent any violations of any terms and conditions of this Agreement;
  - E. correct mistakes made by REGISTRY, REGISTRY service providers or any registrar in relation to a Domain Name registration; and
  - F. ensure compliance with ICANN and/or Registry Policies.
3. The Registrant must immediately correct and update the registration information for the registered name during the registration term.
4. The Registrant must adhere and comply with all applicable ICANN Policies and Registry Policies for resolution of disputes concerning Domain Names.
5. The Registrant is 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 Applicable Laws. The Registrant acknowledges that the Registry reserves the right to suspend the domain name in such a case.
6. The Registrant is required to possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.
7. The Registrant is required to report any material changes to the validity of the registrants' authorizations, charters, licenses and/or other related credentials for participation in the sector

associated with the TLD in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

8. The Registrant agrees and understands that `REGISTRY may in cases of compliance, validation, security, URS/UDRP or misuse/abuse, at its reasonable discretion, contact any and all Registrants and/or Applicants for Domain Names. This does explicitly not apply to any kind of sales activities.