## .KOELN - Terms and Conditions

In addition to your registration agreement, the .KOELN 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 domain holder will be legally bound by the following provisions:
  - a. The domain holder is obliged to provide correct information on the unconditional request to register a domain name as regards the categories referred to in Annex 5 sect. 1 of the RRA, as set out below:
    - i. NetCologne stores the following categories of personal data in the registry database:
      - 1. Of the domain holder, the Admin-C, the Tech-C and of the administrative and technical contact persons at the registrar respectively:
        - a. Surname, first name;
        - b. Company/organisation;
        - c. Postal address, consisting of street, house number, postal code, city, state/canton/province, country;
        - d. Email address;
        - e. Telephone number;
        - f. Fax number.
  - b. The 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.
  - c. The domain holder is obliged to answer requests for review and correction of data within 15 days.
  - d. The domain holder acknowledges that a breach of obligations (a) to (d) above entitles the registrar and NetCologne to block and/or delete the domain name.
  - e. The domain holder agrees to the collection, processing and use of his personal data as set forth in Annex 5 of the RRA (please see Exhibit C).
  - f. The domain holder agrees to be bound by the
    - i. General Registration Policy, as set out in Annex 1 of the RRA (please see Exhibit A); and
    - ii. the Special Registration Policy for the Sunrise limited registration and land rush phase, as set out in Annex 2 of the RRA (please see Exhibit B).
  - g. The 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 NetCologne, may be suspended, deleted or transferred to a third party, provided that this is to:
    - correct a mistake by NetCologne; or
    - ii. enforce the decision of a dispute resolution procedure.
  - h. The domain holder agrees that his registered Domain Name shall be suspended or deleted, if the fees incurred in the registration or renewal of registration are not received in full by NetCologne.

- i. The domain holder shall indemnify NetCologne against third party claims arising from the registration or use of the domain name. The extent of the indemnification shall be in the form below:
  - i. The domain holder shall indemnify and hold NetCologne harmless against all third-party claims, if and in so far as this Agreement or its Annexes contain applicable indemnification clauses.
  - ii. Indemnification by the domain holder includes costs of legal action and reasonable attorney fees. Extent and procedure of indemnification is determined by applicable statutory regulations.