

DENIC Terms and Conditions

Registration Terms and Conditions

§1 Term

The General Standard Terms and Conditions are valid for the registration agreement between DENIC Domain Verwaltungs- und Betriebsgesellschaft eG, Frankfurt/Main, (hereinafter "DENIC") and the applicant (hereinafter "Customer"). The Customer will directly submit the application for the registration, or via an Internet Service Provider, who is member of the DENIC cooperative (hereinafter "ISP"), to DENIC. DENIC will accept the application by confirming it or by making the registration.

§2 Duties of DENIC

(1) DENIC registers the domain under the top level .de, if the domain is not already registered for a third party. DENIC is not obliged to check if the use by the applicant is in accordance with the law. In case of any obvious violations of laws, DENIC is entitled to refuse the registration.

(2) DENIC enters the domain and its technical data into a public register (whois), which, except for maintenance periods, is connected to the Internet and is made available for down-loads in regular intervals. The provision of the register by other network operators is not part of DENIC's service.

(3) DENIC provides the domain with a dispute entry, if a third party can authenticate that he has a right on the domain and that he is asserting it against the holder of the domain, provided that he indemnifies DENIC and the ISP from any possible claims of the holder of the domain and third parties. The dispute entry is in effect for one year. DENIC will extend the dispute entry upon request, if the third party proves that the dispute is not yet closed. A domain marked with a dispute entry may continued to be used by the holder, but it cannot be transferred.

§3 Obligations of the Customer

(1) The Customer guarantees that his statements are correct, and that he is entitled to use the domain, especially, that the domain is does not violate the rights of any third parties and does not violate any general laws. If he does not have any residence/branch in Germany, he names a resident party in Germany as "admin-c" to whom communications can be directed. Every "admin-c" has to be stated under inclusion of the serving address.

(2) The Customer takes care for the technical prerequisites for the connection of the domain, checks the working order of the access in the Internet immediately upon registration and checks the data released under <http://www.denic.de/servlet/Whois> and immediately informs DENIC or the ISP of any changes thereof.

§4 Fees

(1) If the application was made via an ISP and if he meets the domain payment obligations

towards DENIC, the obligation of compensation by the Customer will be inactive.

(2) If the ISP does not meet the payment obligations towards DENIC, the Customer directly has to pay DENIC for the registration services. Registration fees and due dates of payments are shown in the respective current DENIC pricelist, which can be called off under <http://www.denic.de/DENICdb/domainreg/DENICdirect/preisliste.en.html>. DENIC may change the prices with two months' notice.

§5 Liability

(1) DENIC is only liable for any damages caused by it or its vicarious agents grossly negligent or intentionally as well as in case of default violation of substantial contractual principal obligations and in case of missing guaranteed features. The ISP is not vicarious agent of DENIC.

(2) In case of ordinary negligence of substantial contractual principal obligations, DENIC is at maximum liable up to the typically predictable damage, usually up to the amount of the annual domain fee.

(3) The Customer is liable for all damages caused to DENIC as a result of incorrect registration data given.

(4) The Customer will make compensation to DENIC for all damages caused to DENIC by the use by third parties, due to the missing entitlement of the Customer for the use of the domain, and indemnifies DENIC from all claims of any third parties.

§6 Change of ISP and Transfer of Domain

(1) On termination of the ISP agreement, with subsequent management by the Customer himself, or in case of change of the ISP, the Customer himself or the new ISP will apply for the registration of the domain. DENIC executes the re-registration, if the previous ISP does not object against the release, or if the application for re-registration had been presented by the Customer.

(2) The domain is transferable. DENIC will transfer the domain to a third party named by the Customer, if the Customer terminates the registration agreement and if the third party applies for registration. DENIC is entitled to refuse the application for registration, as long as a third party asserts the right on the domain towards DENIC (dispute entry).

§7 Termination and Stoppage

(1) The agreement is concluded for an indefinite time. It may be terminated by the Customer with a one month's notice to the end of the following month, for the first time after expiration of the first contractual year. DENIC will not refund any fees already paid. Termination requires the written form.

(2) DENIC may terminate the agreement without meeting any deadline for compelling reasons, particularly, if the Customer is persistently violating fundamental contractual obligations, e. g. a) he does not pay the fee due, even after demand for payment and setting a time limit, or

b) the domain as such is in violation of law, or

c) the Customer declares in writing and without any limitations that he does not want to use the domain, or

d) it has been established in a final court judgment that the Customer is not entitled to use the domain, or

e) the ISP of the Customer, after demand for payment and setting a time limit, does not pay the domain fee due, or does not properly manage the domain, and the Customer, upon request with a time allowed of one month, does neither name a new ISP nor agree to the continuation without any ISP, or f) the Customer's identity cannot be established from the registration data, or g) the service to the person mentioned under "admin-c" fails in two consecutive attempts, and DENIC is not responsible for it, or h) the Customer, having given up his residence/branch in Germany, after warning and setting a time limit, does not name a resident party in Germany as "admin-c" to whom communications can be directed, or i) the domain information is wrong.

§8 Data Protection

It is pointed out to the Customer that names and addresses of the domain owner as well as of the administrative and the technical contact person and zone manager, and in addition telephone and facsimile numbers as well as e-mail address of the technical contact person and the zone manager are published in the DENIC register (whois) and are passed on within the scope of the DENIC query service. Further telephone numbers, facsimile numbers as well as e-mail addresses are only published and passed on upon explicit request made in writing by the Customer.

§9 Applicable Law and Place of Jurisdiction

The registration agreement shall be governed by German Law. For merchants and persons with residence or usual stay abroad, Frankfurt/Main is the exclusive place of jurisdiction for all claims in connection with the agreement. DENIC may also bring an action at the general place of jurisdiction of the Customer.