1. General

   a. The Registry operates and administers the generic Top Level Domain (TLD) .BAYERN and makes possible the registration of Domain Names under this TLD.

   b. Registrants wishing to register one or more Domain Names through a Registrar must accept the present Domain Name Registration Policy and the other integral parts of the contract with the Registrar. These are made available through the Registrar, but can be called up at any time on the Registry's website at www.nic.bayern.

   c. The Registry Policies govern all rights and obligations arising out of the Registration and operation of a .BAYERN Domain Name.

   d. It may be necessary for the Registry to amend or modify its policies from time to time. The relevant Registrar will notify the Registrant of corresponding amendments by e-mail or on the Registry's website at www.nic.bayern in good time; the Registrant is obliged to receive e-mails from the Registrar. The Registrant is notified in the event of contract amendments of their right of objection.

2. Domain Name Registration, Commencement of Contract, Policies, Contractual Relationship

   a. Registration orders must be submitted through a Registrar. A domain contract between the Registrant and the relevant Registrar or their reseller comes into force on actual registration of the desired .BAYERN Domain Name.

   b. By applying to register or renew a Domain Name with the Registry (hereinafter referred to as an "Application") or by registering one or more Domain Name(s), the Registrant agrees and acknowledges that the Domain Name(s) will be subject to the Policies being:

      - the Registry Policies, which are the following:

      (i)   Domain Name Registration Policy,
      (ii)   Acceptable Use Policy,
      (iii)   Privacy & Whois Policy,
      (iv)   any Complaint Resolution Service Policy;
      (v)   ICANN Policies, which include the UDRP and the URS; and

      any other policy or policies as may be released from time to time by the Registry;

      The ICANN Policies that apply from time to time and the procedures and circumstances in which they may be changed are to be found on the ICANN website at www.icann.org.

   c. In the event of conflicting and/or contradictory provisions in other integral parts of the contract agreed between the Registrant and their Registrar or reseller, the rules referred to above have priority.

d. Domain Names are allocated on the "first come, first served" principle, unless the present Registry Policies contain deviating provisions. Availability of Domain Names can be checked in advance through a WHOIS query at whois.bayern or through the relevant Registrar.

e. The Registry is in any event entitled at its sole discretion to reject registration orders submitted through Registrars.

f. The Registrant is made aware that the Registry is entitled (but not obliged) in the following instances to reject a registration order or delete and/or deactivate a Domain Name or cancel registration if/to:
     (i)   the registration application or registration of a Domain Name does not comply with the Registry Policies, or
     (ii)   the Domain Name applied for is already registered or reserved (the Registry is authorised to exclude certain Domain Names from registration),
     (iii)   this is necessary to protect the integrity and stability of the Registry system and/or the operation and/or administration of the .BAYERN Top Level Domain, or
     (iv)   it is necessary to protect the stability, security and functioning of third party networks in accordance with the regulations in "ICANN New gTLD Collision Occurrence Management Plan" against serious disruption as a result of registering a specific Domain Name, or
     (v)   this is necessary to ensure the legality of the Registry's actions and/or compliance with a ruling by a competent court or competent authority, or
     (vi)   avoid liability on the part of the Registry and the associated companies, managing directors, senior executives, staff and/or subcontractors.

3. Registrant Information / Local Presence Requirement

a. The Registrant must provide the following information to the Registrar:
     (i)   If the Registrant is an individual, his legally recognised first and last name (surname);
     (ii)   If the Registrant is an entity such as a corporation, organisation, association, that is recognised as a legal person under relevant law, 1) the full name of that entity, 2) details of the country under whose laws the company is recognised, and 3) details of an individual who is authorised by the Registrant to act as your Registrant contact;
     (iii)   the Registrant´s valid postal address;
     (iv)   A working email address for the Registrant
     (v)   A working telephone number for the Registrant, including country code, area code, and proper extension, if applicable.

b. Registrants are obliged to supply an individual resident in the Federal Republic of Germany as Administrative Contact. The Admin-C is authorised to act in the name of and with full power of attorney for the Registrant. There are no further rights and obligations of the Admin-C. Correspondence sent to the Admin-C by e-mail is deemed to have been delivered to the Registrant. If the Registrant is an individual

resident, the Registrant is completely at liberty to assume the Admin-C function to himself.

c. The Registrant acknowledges and agrees that all information supplied by the Registrant to the Registrar, including the personal information of any individual, may be supplied to the Registry for the purposes, and used in the manner, set out in the Privacy & Whois Policy. The Registrant´s attention is particularly drawn to the inclusion of such information in a publicly accessible information service known as the Registry's "Whois" service. The Registrant agrees to obtain all and any necessary consents to such use from any individual whose details the Registrant provides to the Registrar.

d. The Registrant shall ensure that (i) the information submitted by the Registrant to the Registrar in connection with the registration of the Domain Name or otherwise ("Registrant Information"), is true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by immediately notifying the Registrar of any change to such Registrant Information. The Registrant´s attention is drawn to the Privacy & Whois Policy (which forms part of the Registry Polices), which provides that inaccurate or out of date Registration Information may lead the Registry to suspend and/or delete the Domain Name.

e. The Registrant agrees to respond to and answer in a timely fashion to any communication or query from the Registrar or the Registry regarding or seeking clarification of any Registrant Information.

4. Registrant´s Obligations

a. On application for a specific Domain Name, the Registrant explicitly warrants that this neither infringes upon third party rights nor violates general statute, regulations or the Registry Policies. The Registrant further warrants that he is authorised to register and use the Domain Name, i.e. among other points that he is not infringing any copyright, mark right, name or image right of any third party.

b. The Registrant must ensure that neither the use of the Domain Name or the content or services offered thereunder are likely to infringe third party rights or violate general statute, regulations or the Registry Policies.

5. Registry Obligations

a. The Registry will enter the relevant Domain Name in the zone file and publish it in the DNS for the term of domain registration. The Registry will further take all reasonable measures to maintain the Domain Name registration. The Registry has no further obligations. Specifically it is noted that the Registry has no influence on the technical capability of the so-called root zone, and accordingly cannot guarantee permanent availability of the registered Domain Name.

b. The Registry does not check at any time whether the registration and/or use of a specific Domain Name infringes upon the rights of third parties or violates general statute. The Registrant is referred to the Acceptable Use Policy.

6. Admissible names for .BAYERN domain names

> Each domain must meet the following conditions:
>
> • The domain name must consist of only the letters A-Z (upper and lower case are treated as identical), hyphens and/or the numbers 0-9.
> • The domain name may not begin or end with a hyphen.
> • Certain umlauts are admissible.
> • The domain name must have at least 1 and at most 63 characters.

7. Reserved Names / Premium Names

It is not admissible to register a Reserved Name or any term that is confusingly similar to a Reserved Name according to a-h below. The Registry may however, allocate Reserved Names to any person that the Registry in its sole discretion considers to be entitled to use or properly associated with that Reserved Name. Only a person or entity that has been allocated a Reserved Name by the Registry may use it. For names referred to in subsections e-h, the approval of the respective entity or authority is required additionally.

Reserved Names may include:

a. the names of all governmental agencies that listed under the current register for agencies of the federal state of Bavaria ("Dienststellenverzeichnis des Freistaats Bayern) which is published by the State Office for Statistics and Data Handling (Bayerisches Landesamt für Statistik und Datenverarbeitung);

b. the names of all companies from which the federal state of Bavaria holds at least 50% of the shares or has a share on the profits of at least 50%;

c. the names of Bavarian municipalities (communes, cities, counties, districts) and communal associations ("Kommunalverbände");

d. the names of other corporate bodies under public law that are under survey of the federal state of Bavaria;

e. the names of German Federal Authorities and their official acronyms as well as prevalent short forms;

f. the names religious groups under German public law;

g. the names of authorities of the European Union;

h. Country names as listed in the ISO 3166-2 list;

i. Terms included in Specification 5 of the Registry Agreement for the .BAYERN Top Level Domain between ICANN and the Registry, such as:
    (i)   domains needed to operate the Registry: NIC, WWW, RDDS and WHOIS, and
    (ii) domains which ICANN requires to be reserved (e.g. ICANN, IANA etc), and

(iii)   until further notice, domains on the "List of SLDs to Block" in accordance with the provisions of the ICANN New gTLD Collision Occurrence Management Plan (available at http://www.icann.org/en/about/agreements/registries/bayern), and

(iv)   until further notice, ISO country codes (ISO-3166-1-code list).

j. Terms that have been determined by the Registry to carry a premium value and which will be made available for purchase by Registrants at the discretion of the Registry;

k. Other terms reserved by the Registry from time to time, including for strategic use by the Registry or its partners.

8. Blocked Names

The Registry reserves the right, in its sole discretion, to block certain names and terms from registration ("Blocked Names"). The Registry may also block certain Domain Names from availability for registration in accordance with applicable law or ICANN Policies. (The Registry does not publish a list of blocked names and terms due to their potentially sensitive nature, but will be made available to Registrars for the sole purpose of supporting domain name registrations).

9. Term of contract, termination

a. The term of the contract is agreed between the Registrant and the Registrar or their reseller.

b. Registrars and the Registry are entitled to terminate the domain name contract summarily for important reason. An important reason is e.g.:

- The Registry is instructed by an enforceable court ruling, arbitration award or official act or as part of court proceedings to delete, deactivate or transfer a specific domain.
- The Registrant violates cardinal contractual obligations and fails to refrain from such violations after receiving a warning with a time limit.
- The Registrant's information supplied to the Registrar or Registry is false.
- The Registrant's identity cannot be verified from the information provided.

c. In the event of summary termination, the Domain Name in question will be deleted without delay without further notification.

d. This does not affect the right to pursue further claims for damages.

e. In such circumstances any Registration Fee paid in respect of any deleted or suspended or transferred Domain Names shall not be refunded to the Registrant.

f. Users who repeatedly try to register Reserved Names, Blocked Names or Infringing Names, may be banned from further registration of Domain Names and may have any other Domain Names registered to them revoked or cancelled.

10. Indemnity

The Registrant shall defend, indemnify, and hold harmless the Registry, Registrar and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys (the "Registry Related Parties") from and against any and all claims made by third parties against the Registrant or Registry Related Parties, including, but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers' fees on a full indemnity basis , and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, including the Registrant´s use, display, exploitation, or registration of the Domain Name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant that the Registrant can satisfy and fulfil his indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement.

11. Limitation of the Registry's liability

a. The following provisions apply to the Registry's liability to the Registrant.

b. The Registry is liable without limit for loss or damage caused by intent or gross negligence by the Registry, its legal representatives or agents. The Registry is also liable without limit under mandatory statutory provisions.

c. The Registry is always liable without limit for damages for cases of culpable injury to human life or health or personal injury, regardless of whether the injury was the fault of the Registry itself, or its legal representatives or agents.

d. Liability for loss or injury caused by slight negligence by violating a primary or substantive obligation (an essential contractual obligation which makes possible regular performance of the contract and which the other parry to the contract can regularly rely on) is limited to typical and foreseeable damages. Otherwise the liability for slight negligence is excluded.

e. The Registrant is obliged to indemnify the Registry and all other parties involved in registration of a .BAYERN Domain Name against all damages including the costs of reasonable legal defence in connection with third party claims which may arise out of registration and/or use of a .BAYERN Domain Name. This covers both judicial and extrajudicial claims, if the Registrant is responsible for the claims.

12. Data protection

a. The Registry's quality goals include responsible treatment of the personal data of Registrants and other persons involved in Domain Name registration ("person-related data"). When submitting a registration order, the person-related data listed in section 3 is collected for the purpose of contract performance. Collection is normally done by a Registrar who is committed to the Registry to comply with statutory data protection regulations.

b. Collection, transmission and publication of person-related data are regulated in the .BAYERN WHOIS Policy.

c. In addition, the Registry only uses person-related data if Registrants have explicitly agreed to this, where such agreement can be revoked at any time. Registrants can direct questions on data protection at any time to Company Data Protection Officer.

13. Other

a. The sole venue for all disputes with companies arising out of and in connection with .BAYERN is Munich. If the Registry is the plaintiff, it is also entitled to choose the registered office of the Registrant as venue. This does not affect the right of both parties to seek injunctive relief before the competent courts as recognised by statute. In the event of disputes with consumers, the general venues apply.

b. German law shall apply exclusively.

c. If any provision of these registration conditions should be or become invalid or contain an inadmissible period of notice or a gap, this does not affect the legal validity of the other provisions. Unless the invalidity results from a violation of §§ 305 et seq. German Civil Code (BGB) the invalid provision is deemed to be replaced by a valid provision which commercially most closely approaches the result intended by the parties. The same applies in the event of a gap. In the event of an inadmissible period of notice, the statutory period applies.

d. Translations of the Registry Policies are purely for information purposes. The German version is decisive, apart from the Sunrise Dispute Resolution Policy (SDRP) – here the english version is decisive.

e. The parties agree that clauses 2 (Domain Name Registration, Commencement of Contract, Policies, Contractual Relationship), 4 (Registrant´s Obligations), 10 (Indemnity), 11 (Limitation of Registry's Liability), and 13 (Other) shall survive the expiry or termination of this Agreement.