

Registration Agreement

Additional terms and conditions for the registration of .hamburg domain names (“.hamburg TLD”).

The registration of these Top-Level Domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and Hamburg Top-Level-Domain GMBH and its subsidiaries (together referred to as: “.Hamburg”) being the authoritative Registry. The Registrar (“united-domains AG”) and the Registrant (“You”) acknowledge and accept that these rules are incorporated into this Registration Agreement as follows:

1. The Registrant guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.
2. The Registrant shall (within 30 days of demand) indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), .Hamburg and their respective contractors, service providers, and the members, shareholders, directors, managers, each of their owners, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs and any other expenses (including on appeal) arising out of or related to the registrant's domain name registration, including , without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration or the use of the domain. The registrant shall not enter into any settlement or compromise of any such indemnifiable claim without united-domains AG's prior written consent, which consent shall not be unreasonably withheld and this entire indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.
3. All domains under these conditions are registered by united-domains AG as accredited Registrar. Should a domain be registered incorrectly by united-domains AG or any other person involved in the registration process, e.g. not according to the order, Registrant hereby irrevocably consents to all necessary measures being taken for the correction of such mistake. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
4. Registrant agrees to adhere and comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
5. Registrant understands and accepts that if it is collecting and maintaining sensitive health and financial data, the Registrant must comply with applicable laws on the provision of such services and all security measures applicable to that sector.

6. Registrant agrees to adhere to the Operational standards, policies, procedures, and practices for the .Hamburg TLD as set forth in the Registry Agreement and as established from time to time by the Registry Operator in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN.
7. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited Registrars. All domains subject to this agreement are governed by this UDRP and URS. Registrant hereby agrees that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at <https://www.icann.org/resources/pages/policy-2012-02-25-en> and URS which can be found at newgtlds.icann.org/en/applicants/urs and comply with the requirements set forth by .Hamburg for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. ICANN reserves the right to modify the UDRP and URS at any time. united-domains AG as accredited Registrar shall implement any such revision speedily and these will become binding upon the Registrant. Any revised version will be posted at: www.icann.org/.
8. According to the technical standards and procedures of the internet the Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registrant's Personal Data including personal data by .Hamburg and its designees and agents. This data is stored within the contractual commitments and transferred to other persons inside and outside Germany involved in the registration process, including specifically (but not limited to) the USA, and published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible. Registrant acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.
9. Registrant warrants that notification equivalent to that described in Section 8 above has been given to any third-party individuals whose Personal Data are supplied to united-domains AG by the Registrant, and that the Registrant has obtained the consent equivalent to that referred to in Section 8 above, of any such third-party individuals.
10. Registrant accepts that .Hamburg are entitled to, at any time, to verify (a) the truth, accuracy, and completeness of any information provided by the Registrant (the "Registrant Information"), whether directly, through any of the Registrar's of record or otherwise; and (b) the compliance by the Registrant with the applicable Registry Policies. united-domains AG and the Registrant shall fully comply and cooperate with .Hamburg in connection with such verification and furnish all available documentation as .Hamburg may reasonably require to complete the verification.
11. Registrant acknowledges that it is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Registrant accepts that the consequences for any such activities (as consistent with applicable law and any related procedures) shall include suspension of domain names.

12. The Registrant agrees to be bound by the terms and conditions of the initial launch of the .hamburg TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearing house and any Sunrise Dispute Resolution Policy, and further to acknowledge that the Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.
13. united-domains AG and .Hamburg expressly reserve the right to deny, reject, cancel, delete or transfer any registration or transaction, or place any domain name(s) or other transactions or registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the .Hamburg TLD registries or the Registry System; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of .Hamburg, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement, including, without limitation any exhibits, attachments, or schedules hereto; and (e) to correct mistakes made by .Hamburg or any Registrar in connection with a domain name registration. united-domains AG and .Hamburg also reserve the right to place a domain name on registry hold, registry lock, or similar status during the resolution of a dispute.
14. Registrant shall submit to proceedings commenced under other dispute policies as set forth by Registry from time to time, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the Registry System for the TLD.
15. When registering a domain name under .Hamburg Registrant irrevocably accepts the Registry's registration guidelines, vis-à-vis the Registrar's responsible for the registration, and agrees to also comply with them in the future.