



## **.RUHR Domain Name Registration Policy**

These registration conditions govern the rights and obligations of regiidot GmbH & Co. KG ("the registry") and the accredited registrars ("the registrars") and each party ("registrants") registering a [.RUHR] domain name ("the domain(s)" and/or "[.RUHR] domain(s)"). Registrations must be done exclusively through the registrars.

Registrants wishing to register a domain can see an overview of accredited registrars on the registry's website at [www.dotruhr.de](http://www.dotruhr.de). In the event of successful application, the registrar selected by the registrant is the sole contact for all the registrant's contractual questions for the full term of the domain contract. In dealings with the registry, the registrars accordingly act in the name of and on behalf of the registrants in question.

### **1. General**

- a. The registry operates and administers the generic Top Level Domain (TLD) [.RUHR] and makes possible registration of domains under this TLD.
- b. Registrants wishing to register one or more domains through a registrar must accept the present registration conditions and the other integral parts of the contract. The decisive registration conditions are made available through the registrar, but can be called up at any time on the registry's website at [www.dotruhr.de](http://www.dotruhr.de).
- c. The [.RUHR] policies govern all rights and obligations arising out of the registration and operation of domains under the [.RUHR] TLD.
- d. It may be necessary for the registry to amend or modify the policies from time to time. The relevant registrar will notify the registrant of corresponding amendments by e-mail 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. Reserved and blocked domains, premium names**

- a. The registry is entitled and, under certain circumstances, obliged to exclude certain domains from registration. Independently of the reasons for which specific domains are reserved and/or blocked, registrants are notified that such domains can be registered only under certain conditions or not at all.
- b. The following categories of domains must be excluded from registration on the basis of ICANN's requirements, over which the registry has no influence:
  - the domain "ruhr.ruhr", and
  - domains needed to operate the registry: NIC, WWW, RDDS and WHOIS, and
  - domains which ICANN requires to be reserved (e.g. ICANN, IANA etc), and
  - 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/ruhr>), and
  - existing Top Level Domains (cf. <http://data.iana.org/TLD/tlds-alpha-by-domain.txt>), and
  - until further notice, ISO country codes (ISO-3166-1-code list).



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- c. The following categories of domains are blocked by the registry at its discretion, as either the domain involved can only be allocated to a single registrant or the purpose of use of the domain in question does not meet the registry's requirements for content with a high degree of probability:
  - specific pornographic and discriminatory terms and/or terms in an anticonstitutional context, and
  - names of territories, institutions or cultural resources in the Ruhr area which can only be registered by the relevant authorities, and
  - terms which are reserved for information or services relevant to the region which third parties are contractually obliged to establish and maintain, and
  - domains which the registry needs for its own purposes and/or promotional purposes.
- d. Finally, the registry is entitled to exclude specific premium names from general eligibility for registration. These are offered for sale by the registry at its discretion and/or allocated through auction.
- e. The registry decides whether to publish these domains at its discretion. There is no right to inspect these lists in the event of nonpublication.
- f. The registry can in certain circumstances (e.g. legal requirements, ICANN requirements) exclude further categories of domains from free registration.

### **3. Admissible names for [.RUHR] domains**

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 3 and at most 63 characters.
- Internationalised Domain Names (IDNs) are supported under the current IDNA standard. The registry or the relevant registrar will make IDN converters available.

### **4. Required information on the registrant, administrative contact**

- a. Domain holders (registrants) may be individuals or legal persons.
- b. Registrants registering domains for a legal person warrant with registration that they are authorised to act with effect for and against the legal person.
- c. On forwarding a registration order the registrant is obliged to provide the following data completely and truthfully:
  - customer's first and last name (in the case of legal persons, full company title with corporate form, e.g. AG, GmbH, KG etc, in addition to the full name of the contact acting for the legal person),



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- address (street, house number, postal code, place; a PO Box is not admissible),
  - telephone number,
  - telefax number, and
  - e-mail address.
- d. Registrants are obliged to supply an individual resident in the Federal Republic of Germany as contact person for all registered domains. This contact is generally described as the administrative contact (Admin-C). 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. The registrar and/or registry will contact the Admin-C by e-mail in case of urgency. Correspondence sent to the Admin-C by e-mail is deemed to have been delivered to the registrant.
- e. The registry will store the information provided by the registrars for the purpose of domain registration and make it publicly available in accordance with the [.RUHR] WHOIS Policy to the extent specified in this.
- f. Registrants are obliged to keep the data listed here and their data in the public WHOIS listing up-to-date and accurate. Changes must be notified to the registrar without delay.
- g. Incomplete data will result in rejection of the registration order.

### **5. Domain registration, entry into contract, contractual relationship**

- a. Registration orders must be submitted through a registrar accredited by the registry or their resellers. A domain contract between the registrant and the relevant registrar or their reseller comes into force on actual registration of the desired [.RUHR] domain.
- b. On registration of a [.RUHR] domain the following rules (jointly "**[.RUHR] policies**"), which the registrant has been notified of by the relevant registrar or their reseller before entry into the domain contract, become an integral part of the domain contract:
- **.RUHR Domain Name Registration Policy;**
  - **.RUHR ACCEPTABLE USE POLICY;**
  - **.RUHR Rapid Takedown Policy;**
  - **.RUHR WHOIS Policy; and**
  - **policies required by ICANN, such as URS and UDRP.**
- 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 in the above paragraph have priority.
- d. Domains are allocated on the "first come, first served" principle, unless the present registration conditions or other applicable contract conditions contain deviating provisions. Availability of domains can be checked in advance through a WHOIS query at [www.dotruhr.de](http://www.dotruhr.de) or through the relevant registrar.
- e. The registry is in any event entitled at its discretion to reject registration orders submitted through registrars. The registry will give appropriate weight to the interests of the registrant in this.
- f. The registrant is notified below that the registry is entitled (but not obliged) in the following instances to reject a registration order or delete and/or deactivate a domain or cancel registration if:



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- the registration application or registration of a domain does not comply with the rules in the [.RUHR] policies, or
- the domain applied for is already registered or reserved (the registry is authorised to exclude certain domains from registration, cf. (2) above),
- this is necessary to protect the integrity and stability of the registry system and/or the operation and/or administration of the [.RUHR] domain, or
- 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 [.RUHR] domain, or
- 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
- to avoid liability on the part of the registry and the associated companies, managing directors, senior executives, staff and/or subcontractors.

### **6. Obligations of the registry**

- a. The registry will enter the relevant [.RUHR] domain in the [.RUHR] zone file and publish it in DNS for the contractually agreed term of domain registration. The registry will further take all reasonable measures to maintain the domain 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 [.RUHR] domains.
- b. The registry does not check at any time whether the registration and/or use of a specific [.RUHR] domain infringes the rights of third parties or violates general statute. Registrants are **referred to the .RUHR ACCEPTABLE USE POLICY** and the **.RUHR Rapid Takedown Policy**.

### **7. Obligations of the registrant**

- a. On application for a specific domain, the applicant explicitly warrants that this neither infringes third party rights nor violates general statute, regulations or the [.RUHR] policies. The registrant further warrants that they are authorised to register and use the domain, i.e. among other points that they are 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 or the content or services offered on a specific domain are likely to infringe third party rights or violate general statute, regulations or [.RUHR] policies.

### **8. Term of contract, termination**

- a. The term of the contract is agreed between the registrant and the registrar or their reseller.
- b. The registrant is aware that they have no further rights in an expired domain and that such a domain can be registered by third parties.



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- c. Registrars and the registry are entitled to terminate the domain 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.
- d. In the event of summary termination, the domain in question will be deleted without delay without further notification.
- e. This does not affect the right to pursue further claims for damages.

### **9. Liability, indemnification**

- a. The following provisions apply to the registry's liability to applicants.
- 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 ordinary negligence by violating a primary or substantive obligation (an essential contractual obligation which makes possible regular performance of the contract and which the other party to the contract can regularly rely on) is limited to typical and foreseeable damages.
- e. The registrant is obliged to indemnify the registry and all other parties involved in registration of a [.RUHR] domain 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 [.RUHR] domain. This covers both judicial and extrajudicial claims, if the registrant is responsible for the claims.

### **10. Data protection**

- a. The registry's quality goals include responsible treatment of the personal data of registrants and other persons involved in domain registration ("person-related data"). When submitting a registration order, the person-related data listed in (4) 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 is regulated in the [.RUHR] 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 [thielmann@agv-bochum.de](mailto:thielmann@agv-bochum.de) :



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### **11. Other**

- a. The sole venue for all disputes with companies arising out of and in connection with [.RUHR] is Essen. 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 these registration conditions are purely for information purposes. The German version is decisive.