Acceptable Use Policy: a policy that describes the types of acceptable uses for Domain Names.

Applicant: A person or legal entity applying for or expressing interest in the registration of a .BAYERN Domain Name, who will become a Registrant upon successful registration of such Domain Name.

Business Day: an ordinary business day in Germany.

Blocked Names: Domain Names blocked from registration by the Registry. Further details are provided in section 8 of the Domain Name Registration Policy.

Complaint Resolution Service (or CRS): a proposed mediation-based dispute resolution process offered by the Registry. The CRS is expected to complement ICANN-mandated trade mark Rights Protection Mechanisms such as the UDRP or URS.

Domain Name System (or DNS): the system that helps people find their way around the Internet. Every computer on the Internet has a unique address, which is a string of numbers, called an "IP address" (IP stands for "Internet Protocol"). Because IP addresses are hard to remember, the DNS makes using the Internet easier to navigate by allowing a familiar string of alphanumeric characters (the "domain name") to be used instead of the IP address; so instead of typing 207.151.159.3, Internet users can type www.internic.net.

Domain Name: a series of alphanumeric characters separated by dots, such as nic.bayern, serving as a human-readable term/alphanumeric identifier corresponding to an IP address, and allowing members of the public to identify the "owner" (Registrant) of the address. All letters to the right of the final visible dot are the "Top Level Domain" or "TLD" (defined below). Letters directly to the left of the TLD are the "Second-Level Domain". Domain Name is used in these definitions and in the Registry Policies to refer to a domain name within .BAYERN.

ICANN (the Internet Corporation of Assigned Names and Numbers): the organisation that creates the rules and policies for the operation of the domain name System (DNS), and ensures the technical stability of the DNS.

ICANN Policies: domain name-related policies created by ICANN (including the ICANN consensus polices) that govern certain actions related to domain names, Whois, and other ICANN-related functions and which apply to .BAYERN; a current list is at: www.icann.org/en/resources/Registrars/consensus-policies.

Infringing Name: a Domain Name that has been registered or used contrary to the terms of the Domain Name Registration Policy or Acceptable Use Policy. This includes, for example, a Domain Name that infringes the trademark rights of another person.

.BAYERN: the Top Level Domain operated for the benefit of Bavaria and Bavarians, as managed by the Registry.

Landrush: a period open to all during which registrants will be able to apply for the registration of a .BAYERN Domain Name subject to the provisions of the Sunrise & Landrush Policy. The Landrush Period will run simultaneously with the Sunrise Period and successful Sunrise applications will prevail Landrush applications.

Name Server: a server (computer) which stores the Zone File for a particular Domain Name and directs DNS queries to the relevant destination specified in the zone file.

Personal Information: means information about an individual, including any Registrant, whose identity can reasonably be ascertained from such information, but does not include indexes or aggregations of Personal Information relating to more than one person, such as "logfiles", DNS Zone Files, databases or backups. This information may include inter alia the name, address, telephone number, and email address of the Registrant, if the Registrant uses those as their primary contact information for the domain name

Premium Names: Domain Names reserved by the Registry, which may be offered for registration to the public under the Premium Names terms and conditions to be published by the Registry.

Privacy & Whois Policy: a policy document that describes how Registrant Information (including Personal Information) may be used.

Registrant: a person, whether an individual or business, in whose name a Domain Name is registered. In relation to privacy service, where a "private" or "proxy" information service is used, the Registrant is the individual or business using that service.

Registrant Information: the information provided by the Registrant to the Registrar in connection with the registration of a Domain Name as described in the Privacy & Whois Policy. Registrant Information may include Personal Information.

Registrar: an entity, duly accredited by ICANN and under contract with the Registry, through which a business or individual can register a .BAYERN Domain Name.

Registry: Bayern Connect GmbH, operator of the .BAYERN Top Level Domain.

Registry Policies: the policy framework governing registrations in .BAYERN which includes the Acceptable Use Policy, Privacy & Whois Policy, Sunrise Dispute Resolution Policy, any Complaint Resolution Service Policy, and other policies and regulations that may be added from time to time.

Reserved Names: Domain Names which are unavailable for third-party registration.

Registry-Registrar Agreement: the agreement between the .BAYERN Registry, and each Registrar who is authorised to sell domain names within .BAYERN.

Sunrise: means an opportunity for trademark owners to register the exact Identical Match of their mark as a Domain Name prior to general Domain Name availability in .BAYERN.

Sunrise Dispute Resolution Policy: a policy document governing any challenge that a Domain Name has been improperly registered or denied registration during Sunrise.

Top Level Domain (or TLD): anything to the right of the final dot in a domain name; e.g., ".com", ".net", ".uk", ".BAYERN".

UDRP (Uniform domain name Dispute Resolution Policy): an ICANN Policy that provides for third party adjudication of domain name disputes concerning alleged trademark abuse.

URS (Uniform Rapid Suspension): an ICANN Policy. similar to the UDRP, that provides a means by which a clearly infringing Domain Name is quickly taken down (i.e., suspended), pursuant to third party adjudication.

User: anyone, whether a business or individual, who uses or accesses the .BAYERN Registry; who has responsibility for one or more host records in the Registry Zone Files generated from the Registry; Domain Name Registrants; and/or users of hardware, Name Servers, bandwidth, telecommunications transport, Zone Files or email routing services or of any other Domain Name resolution systems and services in the Registry and Zone File. A User includes anyone who applies for a Domain Name and may or may not be a Registrant.

Whois: an ICANN-mandated tool that displays the Registrant, Name Server, expiration date and contact information for a Domain Name. It may include Personal Information. Further details are provided in the Privacy & Whois Policy.

Zone File: a list of all resource records under a particular domain, containing information such as valid subdomains, their record type (A Record, MX Record, etc.), and the IP addresses or hostnames they resolve to.

This Acceptable Use Policy sets out the prohibited actions by a Registrant or User of every registered .BAYERN Domain Name.

This Acceptable Use Policy forms part of the Registry Policies that apply to and govern the registration of a .BAYERN Domain Name. Words in capitals used in this policy have the meaning set out in the Definitions Document.

The current version of this Acceptable Use Policy applies to any .BAYERN Domain Name registered, no matter when or how registered or renewed. In the event a Registrant licenses or leases a Domain Name or creates any sub-domain or otherwise allows any other person to use the Domain Name, the Registrant shall be responsible for all activity related to the Domain Name and any sub-domain, including compliance with the Registry Policies and the acts of the User shall be deemed to be the act of the Registrant for the purposes of the Registry Policies.

The Registry or Registrar is in no way obliged to review or monitor legality of a specific domain name or the content and/or services offered there under.

1. Lawful Use

The registration and use of .BAYERN Domain Names must be for lawful purposes. The Registrant is solely responsible for the legality of the Domain Name registration and the content and services made available there under. Further, the Registrant is responsible for ensuring compliance with the Registry Policies.

2. Prohibited Domain Name registrations

A Registrant must not register or attempt to register Domain Names, which:

a) infringe upon third parties' rights, i.e. names of persons or legal entities, trademarks or otherwise legally protected designations;

b) are identical or confusingly similar to:
  - the names of all governmental agencies that are listed in 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);
  - 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%;
  - the names of Bavarian municipalities (communes, cities, counties, districts) and communal associations ("Kommunalverbände");
  - the names of other corporate bodies under public law that are under survey of the federal state of Bavaria;
  - the names of German Federal Authorities and their official acronyms as well as prevalent short forms;
  - the names of religious groups under German public law;
  - the names of authorities of the European Union; or
  - Country names as listed in the ISO 3166-2 list.

3. Prohibited Content

A Domain Name must not be used to publish, distribute or communicate (including through links forwarding or framing):

a. material that infringes upon the intellectual and/or industrial property rights of another person or entity, including by piracy, counterfeiting, or otherwise. Intellectual and/or industrial property rights include, but are not limited to, current and future: copyrights, design rights, patents, patent applications, trademarks, rights of personality, and trade secret information;

b. images or materials that are prohibited by or constitute an offense under applicable laws;

c. material that includes, by way of example and without limitation, real or manipulated images depicting the sexual exploitation of children, bestiality or comparable;

d. material containing threats or detailed instructions regarding how to commit a crime or encourages conduct that may constitute a criminal offence;

e. defamatory material or material which incites to hatred against parts of the population or against a national, religious or ethnic group, content which glorifies violence, content which violates the human dignity, content which denies or plays down acts committed under the National Socialist regime,

f. software, technical information or other data that violates applicable export control laws or anti-circumvention provisions; or

g. confidential or personal information or data including confidential or personal information about persons that was collected without their knowledge or consent;

h. content that suggests that the operator is an institution or a party eligible for a designation referred to in section 2.b above.

4. Malicious code, phishing etc

A Domain Name must not be used to publish content or in any other manner:

a. is capable of disruption of systems in use by other Internet users or service providers (e.g., distribution of viruses, malicious botnets, or malware); or

b. seeks or attempts to seek authentication or login details used by operators of other Internet sites, or misleads or deceives visitors to the site that the site has an affiliation with the operator of another Internet site (i.e., phishing, keylogger bots, pharming, DNS cache poisoning).

c. attempts to disguise the location of Internet addresses or Internet services (e.g. fast flux hosting).

5. Electronic Mail

A Domain Name must not be used for any of the following activities:

a. communicating, transmitting or sending unsolicited bulk email messages or other electronic communications ("junk mail" or "spam") of any kind including, but not limited to, unsolicited commercial advertising and informational announcements as prohibited by applicable law.

b. communicating, transmitting or sending any material by email or otherwise that harasses another person or that threatens or encourages bodily harm or destruction of property.

c. communicating, transmitting, sending, creating, or forwarding fraudulent offers.

d. adding, removing, modifying or forging any network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information (i.e., spoofing).

6. Disruption of the Registry Network

A Domain Name must not be used for the purpose of:

a. restricting or inhibiting any person in their use or enjoyment of the Registry's network or a Domain Name or any service or product of the Registry.

b. actually or purportedly reselling the Registry's services or products without the prior written consent of the Registry.

c. communicating, transmitting, or sending very large or numerous pieces of email or illegitimate service requests (e.g., a DDoS attack).

d. providing false or misleading information to the Registry or any related party.

e. facilitating or aiding the transmission of confidential information, private, personal or stolen data, such as credit card information (without the owner's or cardholder's express written consent).

7. Network Integrity and Security

Registrants are prohibited from:

a. circumventing or attempting to circumvent the security of any host, network or account (i.e., cracking or hacking) on, related to, or accessed through the Registry's network. This includes, but is not limited to:

    i. accessing data not intended for such Registrant;

    ii. logging into a server or account which such Registrant is not expressly authorised to access;

iii. using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;

iv. probing the security of other networks; and/or

v. executing any form of network monitoring which is likely to intercept data, of any nature, not intended for the Registrant.

b. effecting any network security breach or disruption of any Internet communications including, but not limited to:

i. accessing data of which such Registrant is not an intended recipient; and/or

ii. logging onto a server or account which such Registrant is not expressly authorised to access.

For the purposes of this section, "disruption" includes, but is not limited to: port scans; TCP/UDP floods; packet spoofing; forged routing information; deliberate attempts to overload or disrupt a service or host; and/or, using the Registry's network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the Internet.

8. Order of Court of Other Governmental Authority

A Domain Name must not be used in a manner that is in contempt of, or contrary, to the orders of a court or the orders or other direction of a competent governmental authority within Germany or in any other relevant jurisdiction.

9. Failure to Transfer

A Registrant must not fail to transfer a Domain Name to a third party if, as evidenced in writing, the Registrant acted as an agent of the third party when registering for the Domain Name, or as ordered by a court of competent jurisdiction or UDRP provider.

10. Enforcement

The Registry may (but is not obliged to), in its sole discretion (including based on reports made to the Registry by third parties), and without prior notification, suspend, transfer, or terminate a Registrant's service, including all and any of the Registrant's Domain Name registrations, if the Registry believes:

a. a violation of this Acceptable Use Policy or any other Registry Policy has occurred or a reasonable indication that such a violation may have occurred; and/or

b. suspension and/or termination may otherwise be in the public interest.

When an incident is reported to the Registry, the Registry will first consider the danger to public security resulting from the specific abuse in its own discretion. The Registry will also consider the interests of the Registrant in the specific instance. In cases of critical abuse where the concrete danger to public security clearly outweighs the interests of the Registrant, decisions on sanctions can be made without obtaining further information.

In cases of other verifiable incidents, the Registry shall give the Registrant the opportunity to respond to the abuse report. In order to do so, the Registry shall contact the Registrant via the Registrar. Registrars will undertake to notify the Registrant involved. The Registrant will be given a deadline to respond. In case the Registrant fails to respond in a timely manner, a decision will be made based on the facts available. Where the Registrant responds or cures the alleged breach, the Registry will take the Registrant's response into account when making a decision.

11. Modification of Network Data

In the course of its duties to comply with ICANN Policies, UDRP, URS, or CRS decisions, court or other governmental orders, or other duly-qualified law enforcement requests, or to protect the integrity and functioning of its networks, the Registry, in its sole discretion, reserves the right to:

a. remove or alter content, Zone File data and/or other material from its servers that violates the provisions or requirements of this Acceptable Use Policy;

b. re-delegate, redirect or otherwise divert traffic intended for any service;

c. notify operators of Internet security monitoring services, virus scanning services and/or law enforcement authorities of any breach or apparent breach of this Acceptable Use Policy or other Registry Policies; and/or

d. terminate access to the Registry's network by any person or entity that the Registry determines has violated the provisions or requirements of this Acceptable Use Policy.

12. Limitation and Indemnity

THE REGISTRANT'S ATTENTION IS PARTICULARLY DRAWN TO (A) THE LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS SET OUT IN THE DOMAIN NAME REGISTRATION POLICY THAT THE REGISTRANT HAS AGREED TO APPLY TO THE DOMAIN NAME, AND (B) THE FACT THAT THE REGISTRY (AND REGISTRY RELATED PERSONS) CAN DIRECTLY ENFORCE THESE PROVISIONS AGAINST THE REGISTRANT.

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.

This Privacy & Whois Policy forms part of the Registry Policies that apply to and govern the registration of a Domain Name. Words in capitals used in this policy have the meaning set out in the definitions.

It is to be supplied by the Registrar to the Registrant as a precondition to registration of a .BAYERN Domain Name.

1. Preamble

    a. On registering a Domain Name a Registrant enters into a Registration Agreement with a Registrar which requires the Registrant to provide the Registrar with certain information about the Registrant (the "Registrant Information"). The Registrar requires the Registrant Information to register the .BAYERN Domain Name with the Registry.

    b. Therefore, Registrant Information will be passed on to the Registry and by registering a .BAYERN Domain Name a Registrant agrees to that Registrant Information (which may include Personal information) is passed on to the Registry, which shall use such Registrant Information in the way described by the Registry Policies including this Privacy & Whois Policy.

    c. Registrant Information will be passed on to certain third parties described in the following. It will not be passed onto any other third parties without the Registrants consent.

2. Objectives

    The objectives of this Privacy & Whois Policy are:

    a. to disclose to the Registrant, how and in what circumstances Registrant Information is used and may be disclosed to a third party;

    b. to inform Registrants as to what the Registry may do if it becomes aware that Registrant Information (including Registrant information used in connection with the Registry's "Whois" service) is inaccurate.

3. .BAYERN "Whois"

    The Registry collects and maintains a database of Registrant Information that is used for a publicly accessible information service known as the .BAYERN "Whois" service. This Whois service makes available to the public the following information in relation to a Domain Name:

    a. Technical information on the DNS servers resolving a Domain Name;

    b. The date the Domain Name was inserted into the Registry's database;

    c. The date of last modification;

    d. The date of expiration;

    e. The current status of the Domain Name;

    f. The Registrar's contact details;

    g. The Registrant's name;

h. The Registrant's physical address and/or alternate address;

i. The Registrant's email and phone numbers and/or alternate address;

j. The Registrant's state and/or alternate address;

k. The Registrant's country and/or alternate address; and

l. Details of nominated administrative, technical and billing contacts.

It is possible that the Registrar used by the Registrant may offer a service whereby "private" or "proxy" information is provided to the Registrar in place of the Registrant's name and/or contact details. Where a Registrant makes use of such a service, the "private" or "proxy" information will be made available to the public as part of the .BAYERN Whois service in place of the Registrant's name and/or contact details.

Even where a Registrant makes use of such a service, the Registrant's name and/or contact details shall be disclosed by the Registrar (i) to a URS or UDRP provider in response to a request from such a provider in connection with URS or UDRP proceedings; (ii) to the Registry if in the Registry's reasonable opinion the Domain Name has been registered and/or is being used in a manner that is or may be contrary to any aspect of the Registry Policies; (iii) if a German court or the court of any competent jurisdiction orders disclosure.

4. Other Uses

The Registry also collects and uses Registrant Information:

a. insofar as this is otherwise reasonably necessary in the carrying out of its functions and/or activities as the operator of the .BAYERN Registry;

b. to provide Registrants with information on the operation of the .BAYERN Registry. Such information may include notifications to Registrants on changes to this or other Registry Policies; and

c. in connection with the Data Quality and Data Security activities described later on in this Policy.

5. Disclosure

The Registry may also use or disclose Registrant Information (which may include Personal Information) for a purpose other than in connection with the ordinary operation of the .BAYERN TLD where:

a. The Registrant has consented to such use or disclosure; or

b. The use or disclosure is legally required or authorised to investigate violations of the applicable .BAYERN Registration Policies:

i. to lessen or prevent a serious and imminent threat to an individual's life, health or safety;

ii. to lessen or prevent a serious threat to public health or public safety;

iii. because the Registry has reason to suspect that the Domain Name has been, is being or may be engaged in unlawful activity or a violation of the Registry Policies, and the Registry uses or discloses the Registrant Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by a violation of the Acceptable Use Policy) or authorities;

iv. because the use or disclosure is required or authorised by or under law, rule or regulation;

v. the prevention, detection, investigation, prosecution or punishment of civil or criminal offences, or any other breach of law;

vi. the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal;

vii. as requested by a dispute resolution provider in connection with a Uniform Domain Name Dispute Resolution Policy (UDRP) or Universal Rapid Suspension (URS) proceeding, as mandated by ICANN, or as agreed by the parties to a .BAYERN Complaint Resolution Service mediation;

c. The purpose is lawful, other than marketing purposes.

The provisions of the Federal Data Protection Act and the Bavarian Data Protection Act remain unaffected.

6. Data Quality

a. The Registry may take steps to make sure that the Registrant Information it collects uses or discloses is accurate, complete and up-to-date. This may include active email, SMS or phone communication from the Registry to the Registrant that bypasses the Registrar through whom the Registrant has registered the Domain Name.

b. The Registry may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year. The Registry will notify the relevant Registrar of any deficiencies triggering the Registrar's obligation to solicit accurate and complete information from the Registrant.

c. Registrants shall have the right to correct and/or to update all inaccurate Registrant Information by using their Registrars.

7. Data Security

The Registry shall take the steps required by the laws of Germany to protect the Registrant Information it holds from misuse and loss and from unauthorised access, modification or disclosure to the extent required by law.

8. Internet Security

The Registry may monitor and/or scan any content published under a Domain Name registered in the Registry for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the Registry, or content which is illegal.

9. Accuracy of Registrant Information

The Registry may, without further notice to the Registrant, suspend and/or terminate the Registrant's registration of the Domain Name if for any reason the Registry reasonably believes:

a. that Registrant Information in connection with any Domain Name is false, inaccurate, incomplete, unreliable, or misleading in any respect or has not been kept up to date; or

b. that the Registrant is neither: (a) an identifiable human individual; nor (b) a properly described and legally-recognised entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company, which is able and has all necessary authorities to enter into an agreement with the Registrar in relation to the Domain Name.