

# DENIC ENUM Domain Terms and Conditions

Please note:

The English translation of the DENIC ENUM Domain Terms and Conditions is provided for the convenience of our non-German-speaking customers. Regardless of this, only the original German-language version is legally binding.

The following Terms and Conditions shall govern the Domain Contract between DENIC eG (hereinafter: DENIC) of Frankfurt am Main, Germany, and the Domain Holder.

## § 1 Domain Registration and Administration

(1) The (future) Domain Holder shall submit the domain application to DENIC through a DENIC member, once said member is convinced that the (future) domain holder is indeed the legitimate holder of the telephone number corresponding to the domain. DENIC accepts the application through the successful completion of registration, provided the technical conditions are met for ensuring the domain's connectivity.

(2) The same DENIC member as registered the domain shall administer it on behalf of the domain holder thereafter. All communications which the Domain Holder, the Administrative Contact, the Technical Contact or the Zone Administrator send to DENIC on the basis of these Terms and Conditions shall be channelled through this same DENIC member. It shall also be possible for communications from DENIC to the above-named persons to be similarly channelled through said DENIC member.

(3) It shall be possible for the domain holder to transfer administration of the domain from one DENIC member to another. Such a transfer shall be made by the Domain Holder submitting an appropriate application to DENIC through the DENIC member who is to administer the domain thereafter, subject to the provisos that this member is convinced that the domain holder is indeed the legitimate holder of the telephone number corresponding to the domain, that the corresponding instruction has been issued and that the DENIC member who has been administering the domain beforehand has been informed of the transfer.

## § 2 DENIC's Duties

(1) DENIC shall include the domain and its technical data in the name servers for the .9.4.e164.arpa domain (connectivity). This shall not be done if the technical data is not suitable for connecting up the domain or if the underlying technical configuration would lead to an excessive load on the name servers. In this latter instance, DENIC shall have the right to make modifications to the technical data in order to ensure connectivity. If the domain is not connected up, DENIC shall also have the right to make the corresponding modifications to the data concerning the Technical Contact and the Zone Administrator.

(2) At no time does DENIC have any duty whatsoever to verify whether or not the registration of the domain or use thereof by the Domain Holder infringes the rights of third parties. Nor, in particular, does DENIC have any duty to check that the Domain Holder is indeed the legitimate holder of the corresponding telephone number.

(3) Should there be any doubt as to whether the Domain Holder is indeed the legitimate holder of the corresponding telephone number, DENIC shall have the right to remove the domain and its technical data from the name servers for the .9.4.e164.arpa domain (disconnection) and to bar its transfer to any third party until such doubt is dispelled.

## § 3 Domain Holder's Duties

(1) In submitting the application for registration of a domain, and in submitting any request to have the administration of the domain transferred to a different DENIC member (§ 1(3)), as well as in applying for each renewal (§ 7(1)), the Domain Holder gives an explicit assurance that the data communicated is correct and that they are entitled to register and/or use the domain and, in particular, that they are the legitimate holder of the corresponding telephone number and that registration and/or use of the domain does not infringe the rights of any third party nor break any general law. If the Domain Holder is not domiciled in Germany, they shall appoint an Administrative Contact, who must be domiciled in Germany. This Administrative Contact shall also be the Domain Holder's authorized representative for receiving the service of official or court documents for the purposes of § 184 of the German Code of Civil Procedure and § 132 of the German Code of Criminal Procedure.

(2) It shall be the Domain Holder's duty to ensure all the necessary technical conditions for the domain's connectivity are permanently met.

(3) Immediately after registration, the Domain Holder is required to verify the particulars published in DENIC's ENUM Whois query service at <<http://www.denic.de/de/enum-whois/index.jsp>> and to inform DENIC at once of any necessary corrections as well as of any subsequent changes in the data communicated to DENIC. In doing so, the Domain Holder shall comply with DENIC's ENUM Domain Guidelines.

## § 4 Fees

The only charges levied by DENIC for the domain will be on the DENIC member administering it.

## § 5 Liability

(1) DENIC shall only be liable for any damage caused by it or by any of its vicarious agents through gross negligence or with malice aforethought as well as for any breach of substantial contract duties for which it is to blame. In the event of a breach of substantial contract duties through ordinary negligence, DENIC's liability shall be limited to the damage typically foreseeable, as a rule, however, to a sum not exceeding one hundred euros. These limitations shall not apply if any harm has been caused to life and limb.

(2) DENIC members are not DENIC's vicarious agents.  
(3) The Domain Holder shall be liable for any damage incurred by DENIC on account of incorrect registration data.  
(4) The Domain Holder shall relieve DENIC of any liability resulting from claims filed by third parties and shall compensate DENIC for any damage and costs that it may suffer through third parties taking action against it on the grounds that the Domain Holder is not the legitimate holder of the corresponding telephone number or that the registration of the domain for the Domain Holder or its use by the Domain Holder infringes the rights of third parties in some other way. In the same way, the Domain Holder shall also compensate DENIC or DENIC employees for any damage and costs they may incur through criminal prosecutions on account of the registration or the use of the domain.

#### **§ 6 Transfer of the Domain**

(1) The domain is transferable.  
(2) DENIC will register the domain for a third party nominated by the existing Domain Holder provided the existing Domain Holder terminates the domain contract and the third party submits a domain application. DENIC shall have the right to refuse the third party's application if said third party is not the legitimate holder of the telephone number corresponding to the domain.

#### **§ 7 Duration of Contract, Renewal, Termination**

(1) The domain contract is concluded for a period of one year, after which it shall terminate automatically. If administration of the domain is transferred to another DENIC member (§ 1(3)), the period of one year shall recommence. The Domain Holder shall have the right to renew the contract for periods of one year at a time. Each request for renewal must be submitted to DENIC by the DENIC member administering the domain before the end of the current contract period; before submitting a renewal request, the DENIC member must be convinced that the (future) Domain Holder is indeed the legitimate holder of the telephone number corresponding to the domain.  
(2) DENIC shall have the right to terminate the contract or to refuse its renewal, when it has substantial grounds for so doing. These grounds shall include, in particular, any case in which:  
a) the Domain holder is not the legitimate holder of the corresponding telephone number; or

b) the Domain Holder has persistently breached substantial contract duties or has remained in breach thereof despite receiving a formal warning accompanied by a deadline for compliance; or  
c) the data communicated by the Domain Holder to DENIC is incorrect; or  
d) it is impossible to establish the identity of the Domain Holder from the particulars communicated; or  
e) the Domain Holder not being domiciled in Germany, the formal service of a document on the Administrative Contact instigated by a third party fails at two consecutive attempts, or if such service is deliberately thwarted twice by changing the Administrative Contact; or  
f) the Domain Holder, having abandoned their domicile in Germany and having received a formal warning accompanied by a deadline for compliance, fails to appoint an Administrative Contract domiciled in Germany.  
(3) Notwithstanding any further-reaching legal rights it may have, it shall be permitted for DENIC, when it gives notice of termination for the domain, to remove the domain and its technical data from the name servers for the .9.4.e164.arpa domain (disconnection) and to make the corresponding modifications to the particulars for the Technical Contact and the Zone Administrator.

#### **§ 8 Data Protection Clause**

The names, postal addresses, telephone numbers, telefax numbers and e-mail addresses of the domain's Technical Contact and Zone Administrator are published by DENIC in its Whois query service at <<http://www.denic.de/enum-whois/index.jsp>>. Any particulars about the Domain Holder and the Administrative Contact will only be published if, and to the extent, expressly desired by the Domain Holder.

#### **§ 9 Applicable Law and Jurisdiction**

The Domain Contract shall be governed by German law. For all legal persons as well as for natural persons having their domicile or habitual residence outside of Germany, the courts with exclusive jurisdiction shall be those of Frankfurt am Main. DENIC shall, however, have the right to take legal action against the Domain Holder before the courts having general jurisdiction for them.