

These registration conditions govern the rights and obligations of Valuetainment Corp. ("the registry") and the accredited registrars ("the registrars" or whose "reseller") and each party ("registrant(s)") registering a .VOTING domain name ("the 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 NIC.VOTING. 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) .VOTING and makes registration of domains under this TLDn possible.
- b. All Registrants using .VOTING domains must comply with the **.VOTING Eligibility Policy**.
- c. The registry has the right to correspond directly with the registrants by e-mail, particularly to enable the free entry in the official directory on Public.Voting.
- 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 his 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 second level domain "voting"; and
  - Second level domains needed to operate the registry: NIC, WWW, RDDS and WHOIS; and
  - Second level domains which ICANN requires to be reserved (e.g. ICANN, IANA etc); and
  - until further notice, second level 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/voting>) ; 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).

- c. The registry decides whether to publish these domains at its discretion. There is no right to inspect these lists in the event of non publication.
- d. The registry can in certain circumstances (e.g. legal requirements, ICANN requirements) exclude further categories of domains from free registration.
- e. 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.

### **3. Admissible names for .Voting domains**

Each domain must meet the following conditions:

- The domain name must consist of only the following signs: "a-z", "0-9", "-".
- The domain name may not begin or end with a hyphen.
- The sign "-" must neither be used in third nor in fourth position of the domain.
- The domain name must have at least 3 and at most 63 characters.
- In addition, certain Non-ASCII-Signs are supported, which may be part of a .VOTING domain. An exclusive list is attached as appendix "supported signs".

### **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),
  - address (street, house number, postal code, place; a PO Box is not admissible),
  - telephone number,
  - telefax number,
  - e-mail address.
- d. Registrants are obliged to supply an individual person as contact person for all registered domains. This contact is generally described as the administrative contact (Admin-C). The registrant can name himself as Admin-C.
- 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 .VOTING 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 or termination of the domain contract.

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

- a. Registration orders must be submitted through a registrar accredited by the registry. These registrars act in the name and on behalf of the registrants towards the registry. A

domain contract that releases rights and obligations according to this policy comes into force on actual registration of the desired .Voting domain.

- b. On registration of a .VOTING domain the following rules (jointly "**.Voting policies**"), become an integral part of the domain contract with decreasing priority:
  - **.VOTING Eligibility Policy;**
  - **.VOTING Domain Name Registration Policy;**
  - **.VOTING ACCEPTABLE USE POLICY;**
  - **.VOTING Rapid Takedown Policy;**
  - **.VOTING Whois-Policy;**
  - **policies required by ICANN, such as URS and UDRP; and**
  - **conditions, price lists and other integral parts of contracts with regard to further services of registrars.**
- c. Other integral parts of contracts between the registrant and his registrar are only effective, if they are not disadvantageous for the registry according to .VOTING policies. In the event of conflicting and/or contradictory provisions, the provision with higher priority rules.
- d. With complete submission of a registration order as well as the registration of a particular .VOTING domain a direct contractual relationship between the Registry and the Registrant is created.
- e. Domains are – starting with general availability – 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 whois.voiting or through the relevant registrar.
- f. The registry is in any event entitled at its discretion to reject registration orders. In no case the registry is obliged, nevertheless entitled, to inform the registrant on the acceptance or rejection of a registration order.
- g. 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:
  - the registration application or registration of a domain does not comply with the rules in the .VOTING policies, or
  - the domain applied for is already registered or reserved (the registry is authorised to exclude certain domains from registration, cf. (2) above), 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 .VOTING domain, or
  - this is necessary to protect the integrity and stability of the registry system and/or the operation and/or administration of the .VOTING 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 .VOTING domain in the .VOTING 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 .VOTING domains.

- b. The registry does not check at any time whether the registration and/or use of a specific .VOTING domain infringes the rights of third parties or violates general statute. Registrants are **referred to the .VOTING ACCEPTABLE USE POLICY** and the **.VOTING 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 .VOTING policies. The registrant further warrants that he is authorised to register and use the domain, i.e. among other points that he is not infringing any copyright, mark right, name or image right/sign 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 .VOTING policies.
- c. The registrant will comply with the requirements of the .VOTING Eligibility Policy with regard to provided contents.

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

- a. The term of the contract is agreed between the registrant and the registrar or his reseller.
- b. The registrant is aware that he has no further rights in an expired domain and that such a domain can be registered by third parties.
- 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 according to the domain-lifecycle.
- e. This does not affect the right to pursue further claims for damages.

## **9. Liability, indemnification**

The following provisions apply to the registry's liability to applicants:

- a. 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.

- b. 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.
- c. 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.
- d. The registrant is obliged to indemnify the registry and all other parties involved in registration of a VOTING 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 .VOTING domain. This covers both judicial and extrajudicial claims, if the registrant is responsible for the claims.

## 10. Other

- a. The sole venue for all disputes arising out of the contract with the registry is the seat of Valuetainment Corp., therefore Taegerwilen/Switzerland.
- b. Swiss law shall apply exclusively.
- c. If any provision of these registration conditions should be or become invalid, this does not affect the legal validity of the other provisions.
- d. Translations of these registration conditions are purely for information purposes. The German language version is decisive.

### **Appendix “supported signs”**

U+00DF # LATIN SMALL LETTER SHARP S

U+00E0 # LATIN SMALL LETTER A WITH GRAVE

U+00E1 # LATIN SMALL LETTER A WITH ACUTE

U+00E2 # LATIN SMALL LETTER A WITH CIRCUMFLEX

U+00E3 # LATIN SMALL LETTER A WITH TILDE

U+00E4 # LATIN SMALL LETTER A WITH DIAERESIS

U+00E5 # LATIN SMALL LETTER A WITH RING ABOVE

U+00E6 # LATIN SMALL LETTER AE

U+00E7 # LATIN SMALL LETTER C WITH CEDILLA

U+00E8 # LATIN SMALL LETTER E WITH GRAVE

U+00E9 # LATIN SMALL LETTER E WITH ACUTE

U+00EA # LATIN SMALL LETTER E WITH CIRCUMFLEX

U+00EB # LATIN SMALL LETTER E WITH DIAERESIS  
U+00EC # LATIN SMALL LETTER I WITH GRAVE  
U+00ED # LATIN SMALL LETTER I WITH ACUTE  
U+00EE # LATIN SMALL LETTER I WITH CIRCUMFLEX  
U+00EF # LATIN SMALL LETTER I WITH DIAERESIS  
U+00F0 # LATIN SMALL LETTER ETH  
U+00F1 # LATIN SMALL LETTER N WITH TILDE  
U+00F2 # LATIN SMALL LETTER O WITH GRAVE  
U+00F3 # LATIN SMALL LETTER O WITH ACUTE  
U+00F4 # LATIN SMALL LETTER O WITH CIRCUMFLEX  
U+00F5 # LATIN SMALL LETTER O WITH TILDE  
U+00F6 # LATIN SMALL LETTER O WITH DIAERESIS  
U+00F8 # LATIN SMALL LETTER O WITH STROKE  
U+00F9 # LATIN SMALL LETTER U WITH GRAVE  
U+00FA # LATIN SMALL LETTER U WITH ACUTE  
U+00FB # LATIN SMALL LETTER U WITH CIRCUMFLEX  
U+00FC # LATIN SMALL LETTER U WITH DIAERESIS  
U+00FD # LATIN SMALL LETTER Y WITH ACUTE  
U+00FE # LATIN SMALL LETTER THORN  
U+00FF # LATIN SMALL LETTER Y WITH DIAERESIS  
U+0101 # LATIN SMALL LETTER A WITH MACRON  
U+0103 # LATIN SMALL LETTER A WITH BREVE  
U+0105 # LATIN SMALL LETTER A WITH OGONEK  
U+0107 # LATIN SMALL LETTER C WITH ACUTE  
U+0109 # LATIN SMALL LETTER C WITH CIRCUMFLEX  
U+010B # LATIN SMALL LETTER C WITH DOT ABOVE  
U+010D # LATIN SMALL LETTER C WITH CARON

U+010F # LATIN SMALL LETTER D WITH CARON  
U+0111 # LATIN SMALL LETTER D WITH STROKE  
U+0113 # LATIN SMALL LETTER E WITH MACRON  
U+0115 # LATIN SMALL LETTER E WITH BREVE  
U+0117 # LATIN SMALL LETTER E WITH DOT ABOVE  
U+0119 # LATIN SMALL LETTER E WITH OGONEK  
U+011B # LATIN SMALL LETTER E WITH CARON  
U+011D # LATIN SMALL LETTER G WITH CIRCUMFLEX  
U+011F # LATIN SMALL LETTER G WITH BREVE  
U+0121 # LATIN SMALL LETTER G WITH DOT ABOVE  
U+0123 # LATIN SMALL LETTER G WITH CEDILLA  
U+0125 # LATIN SMALL LETTER H WITH CIRCUMFLEX  
U+0127 # LATIN SMALL LETTER H WITH STROKE  
U+0129 # LATIN SMALL LETTER I WITH TILDE  
U+012B # LATIN SMALL LETTER I WITH MACRON  
U+012D # LATIN SMALL LETTER I WITH BREVE  
U+012F # LATIN SMALL LETTER I WITH OGONEK  
U+0131 # LATIN SMALL LETTER DOTLESS I  
U+0135 # LATIN SMALL LETTER J WITH CIRCUMFLEX  
U+0137 # LATIN SMALL LETTER K WITH CEDILLA  
U+0138 # LATIN SMALL LETTER KRA  
U+013A # LATIN SMALL LETTER L WITH ACUTE  
U+013C # LATIN SMALL LETTER L WITH CEDILLA  
U+013E # LATIN SMALL LETTER L WITH CARON  
U+0142 # LATIN SMALL LETTER L WITH STROKE  
U+0144 # LATIN SMALL LETTER N WITH ACUTE  
U+0146 # LATIN SMALL LETTER N WITH CEDILLA

U+0148 # LATIN SMALL LETTER N WITH CARON  
U+014B # LATIN SMALL LETTER ENG  
U+014D # LATIN SMALL LETTER O WITH MACRON  
U+014F # LATIN SMALL LETTER O WITH BREVE  
U+0151 # LATIN SMALL LETTER O WITH DOUBLE ACUTE  
U+0153 # LATIN SMALL LIGATURE OE  
U+0155 # LATIN SMALL LETTER R WITH ACUTE  
U+0157 # LATIN SMALL LETTER R WITH CEDILLA  
U+0159 # LATIN SMALL LETTER R WITH CARON  
U+015B # LATIN SMALL LETTER S WITH ACUTE  
U+015D # LATIN SMALL LETTER S WITH CIRCUMFLEX  
U+015F # LATIN SMALL LETTER S WITH CEDILLA  
U+0161 # LATIN SMALL LETTER S WITH CARON  
U+0163 # LATIN SMALL LETTER T WITH CEDILLA  
U+0165 # LATIN SMALL LETTER T WITH CARON  
U+0167 # LATIN SMALL LETTER T WITH STROKE  
U+0169 # LATIN SMALL LETTER U WITH TILDE  
U+016B # LATIN SMALL LETTER U WITH MACRON  
U+016D # LATIN SMALL LETTER U WITH BREVE  
U+016F # LATIN SMALL LETTER U WITH RING ABOVE  
U+0171 # LATIN SMALL LETTER U WITH DOUBLE ACUTE  
U+0173 # LATIN SMALL LETTER U WITH OGONEK  
U+0175 # LATIN SMALL LETTER W WITH CIRCUMFLEX  
U+0177 # LATIN SMALL LETTER Y WITH CIRCUMFLEX  
U+017A # LATIN SMALL LETTER Z WITH ACUTE  
U+017C # LATIN SMALL LETTER Z WITH DOT ABOVE  
U+017E # LATIN SMALL LETTER Z WITH CARON



