Registration Policy for .AUDI

1.   Definitions

"Anti-Abuse Policy"	Policy defining abusive domain name registrations, in particular inadmissible or prohibited conduct concerning the use of a Domain Name in the Top Level Domain, and describing countermeasures to avoid, and mitigate abuse.
"Affiliate"	a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.
"Applicant"	a person or entity that applies for the registration of a Domain Name.
"Application"	the complete and technically correct request for registration of a Domain Name, complying with this policy and any other policy issued by Registry Operator or ICANN.
"Brands"	all trademarks, service marks (both including figurative marks), names or designations of Registry Operator or its Affiliates comprising the string >AUDI<.
"Community"	Registry Operator and its Affiliates
"Domain Name"	character string on the second level of the Top-Level Domain
"Privacy-Service"	a service offering alternate contact information that Registrant may choose to have listed in a Whois record instead of Registrant's other addresses, telephone numbers, or email addresses.
"Proxy Service"	a service of a third party (other than the Registry Operator) offering to act as Registrant and to license the use of a domain name to the beneficial user of the Domain Name. The contact information in a Whois record for a domain name registered with a proxy service is that of the proxy service provider.
"Registrant"	a person or entity that is registered as registrant (owner) of a specific Domain Name in the Registry Database;
"Registration Agreement"	the contractual relationship between Registrant and Registrar.

"Registrar"	a person or entity accredited by ICANN that (a) contracts with Applicants, (b) has entered into a Registry-Registrar-Agreement with Registry Operator, (c) collects the registration data from the Applicant and (d) is entitled to submit applications and registration information for entry in the Registry Database
"Registry Agreement"	the contractual relationship between Registry Operator and ICANN.
"Registry Database"	the technical infrastructure maintained by Registry Operator that contains the registration data for all Domain Names.
"Registry Operator"	Audi AG
"Registry Policies"	the Registration Policy, the Anti-Abuse Policy, the WHOIS-Policy and all other policies in force for the Top Level Domain.
"Top-Level Domain"	the Top-Level-Domain .AUDI

2. Objects and Scope

2.1. This Policy sets out the rules and regulations concerning the registration of Domain Names under the Top Level Domain.

2.2. In relation to Registrants the Policy is incorporated by reference in the Registration Agreement and in relation to the Registrars by the Registry-Registrar Agreement.

2.3. Other Policies, such as the Anti-Abuse-Policy, Eligibility Requirements Dispute Resolution Policy are described in separate documents published on the Registry Operator's website.

3. Purpose of the .AUDI-Community

The .AUDI-top-level domain is intended to serve the needs of its Community and to benefit its Community in terms of (a) differentiating, protecting and expanding its brand, (b) promoting its brand to the public and stakeholders, and (c) creating added value for its brand by enhanced consumer trust and reliability in the digital space.

4. Registration Phases

The Top-Level-Domain will be open to registration from the launch date onwards.

5. First Come, First Served

Within the registration phase a Domain Name shall be allocated to the first eligible Applicant whose request has been received first by the Registry in the technically correct manner and complying with all applicable requirements. For the purposes of this Policy and all regulations derived therefrom, this criterion of first receipt shall be referred to as the 'first-come-first-served' principle.

6. **Services**

Domain Names are intended to be used for domain name based services (such as HTTP, HTTPS, FTP, email, website).

7. **Registrant Eligibility**

7.1. Only Registry Operator is eligible to register Domain Names in the Top-Level-Domain.

7.2. Registry Operator verifies eligibility for all Domain Name registrations upon registration and renewal.

7.3. Domain Names must not be sold or distributed or neither must control or use of any registrations in the Top Level Domain be transferred to any third party that is not an Affiliate of Registry Operator.

7.4. Proxy- or Privacy-Services are not permissible.

8. **Content and use restrictions**

Due to the community designation of the Top-Level-Domain use of the Top-Level Domain underlies the following restrictions:

8.1. Domain Names shall be used only in connection with products, services, activities and members of the Community.

8.2. All regulations for use of Domain Names (including use restrictions) apply to third level Domains mutatis mutandis.

8.3. Domain Names must, within six months following the date of registration and thereafter throughout the term of registration, be used either for a website displaying content strongly related to the Community (in particular the products or services offered by community members) or in any other corresponding manner (e. g. e-mail for Community members) having a similarly strong relation to the Community or its purposes.).

8.4. Domain names used as contemplated above may resolve directly to the relevant website or be forwarded or redirected to another domain name displaying content as described in Section 8.1 relevant to the Domain Name.

9. **Monitoring**

Registry Operator will, from time to time, conduct continuing or recurring audits of Domain Names to ensure continued compliance with the requirements (in particular Sections 7 and 8 of this Policy).

10. **Admissible Domain Names and Restrictions, Reserved Names**

10.1. **Namespace**

All Domain Names in the Top-Level-Domain will be registered as second level domains. Third-Level-Domains are permissible but within the sole responsibility of the Registrant. Such third level uses are not managed or supported by Registry Operator.

10.2. **Admissible Domain Names**

Domain Names must meet the following requirements:

10.2.1. Non-IDN Domain Names must only consist of numbers (0-9), letters a-z (whereas upper and lower cases do not differentiate) and hyphens, IDN Domain names must consists of IDN-set coherent IDN characters only; The registry or the relevant registrar will make IDN converters available.

10.2.2. Domain Names must have a minimum of one and a maximum of 63 characters;

10.2.3. Domain Names may neither begin with, nor end with a hyphen;

10.2.4. Domain Names must not include a space (e.g. ab cd. AUDI); and

10.2.5. Domain Names must not contain hyphens in the third and fourth positions (e.g. ab--cd.AUDI).

10.2.6. The ACE-encoded form (A-Label) of IDN must meet all requirements above except the condition according to Section 10.2.5 (hyphens on third and / or fourth position are admissible for A-Labels of IDN).

10.3. **Community Restrictions**

Domain Names must have a strong connection with products, services, activities, members or organizations of the Community. In particular Domain Names shall comprise either

10.3.1. the names of Community members and/or

10.3.2. trademarks, service marks, names or designations used for products and / or services offered by Community members, and/or

10.3.3. strings, which in connection with the Top Level Domain create a nexus or a association or relation to the Brands, the Community, its members or purposes (e. g. my.AUDI, service.AUDI, dealers.AUDI, events.AUDI or fans.AUDI).

10.4. **Prohibited Domain Names**

A Domain Name is inadmissible if

10.4.1. it may be used for illegal or fraudulent activities

10.4.2. it may adversely affect the community or its purposes, in particular if a Domain Name would violate ethical principles or criminal law or if the Domain Name includes swear words, invectives or racist words or words or parts of words which could violate ethical, religious or moral sensibilities or

10.4.3. it is detrimental to the integrity or stability of the domain names system or the Registry services or

10.4.4. if it infringes third party´s rights, especially rights in names, signs, trademarks or service marks.

10.5. **Reserved Domain Names**

Registry Operator has the right to reserve or block Domain Names from registration. In particular, Registry Operator reserves all Domain Names required by ICANN (as detailed in Specification 5 to the Registry Agreement)

from registration. Registry reserves the right to amend the list of reserved names from time to time at its discretion or as required by ICANN.

11. Registration of Domain Names, Trademark Claims Service

11.1. All Domain Name Applications must be submitted via an accredited Registrar.

11.2. By applying for registration of a Domain Name the Registrant acknowledges and in case of successful registration, accepts and will abide by the Registry Policies.

11.3. The contract about the registration of a Domain Name is entered into between Registrant and the accredited Registrar.

11.4. Domain Names may be registered for a period from one year to ten years.

11.5. Domain Names can be renewed at any time during their term for a period of one to ten years.

11.6. Domain Names can be transferred from one Registrant to another eligible Registrant. Domain Names can be transferred from one accredited Registrar to another accredited Registrar. Contacts and hosts can be modified at any time.

11.7. Domain Names can be deleted at any time upon Registrant's request. A Domain Name cannot be deleted if it has child nameservers associated to other Domain Names.

11.8. Registry Operator offers the mandatory Trademark Claims Service as offered by the Trademark Clearing house (also TMCH, www.trademark-clearinghouse.com). If a Domain Name is an Identical Match (as defined in the Guidelines of the TMCH) to a mark registered with the TMCH, the Applicant receives a notification containing more details on the mark. By continuing with the Registration of the Domain Name Applicant confirms that

11.8.1. he has received notification that the mark(s) is included in the Clearinghouse;

11.8.2. he has received and understood the notice; and

11.8.3. to the best of the Applicant's knowledge, the registration and use of the requested Domain Name will not infringe on the rights that are the subject of the notice.

If the Domain Name is registered the holder(s) of the marks will be notified of the registration.

12. Enforcement of Policies

In case of violations of Registry Policies (including violation of eligibility criteria or community related restrictions) the following enforcement procedures apply:

12.1. Notification of Policy violations - Point of Contact

Registry Operator maintains an email address as point of contact for information about potential violations of the Registry Policies. If Registry Operator receives such notification or is informed otherwise of a potential violation of the Policy it will undertake the necessary steps to evaluate complaints and to ascertain any Policy violations.

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12.2.   Interim Measures

During the notice period, Registry Operator may - without establishing any obligation to do so or liability to any other party - suspend, cancel, delete or otherwise alter or amend the respective Domain Name registration as deemed appropriate to reduce the effect of the Policy violation.

12.3.   Opportunity to Correct or Respond

If reasonable, Registry Operator notifies Registrar or Registrant of the alleged Policy violation and gives them the opportunity to remedy the violation or to respond to the allegations. Notice periods should be oriented to the following scheme:

12.3.1.   If the whois-data appears to be incorrect or incomplete, Registrant shall be given a thirty (30) days' notice period to correct such data

12.3.2.   In other cases of a Policy violation the Registrant shall be given a fifteen (15) days' notice period to comply with the relevant rules of the Policy.

12.3.3.   If the violation constitutes an imminent threat to third parties` rights, the stability of the domain name system or the registry or if the violation cannot be remedied a notice period may be inappropriate.

12.4.   Decision of Registry Operator

If Registry Operator concludes that the Registration or use of the Domain Name violates the Registry Policies, Registry Operator may take the appropriate measures, in particular the measures specified in Section 14.

In case of violations of the Anti-Abuse-Policy the Registry Operator reserves the rights as set out in the Anti-Abuse-Policy.

If Registry Operator receives no or insufficient response within the notice period Registry Operator may revoke the Domain Name registration without any further notice.

Decisions of the Registry Operator are subject to the right of the concerned party to judicial review at the competent courts.

13.   Alternative Dispute Resolution

13.1.   All registrations of Domain Names in the Top-Level-Domain are subject to Alternative Dispute Resolution (ADR) as required by ICANN under the following Policies:

- Uniform Domain Name Dispute Policy (UDRP)

- Uniform Rapid Suspension (URS)

- Trademark Post Delegation Dispute Resolution Policy (Trademark PDDRP)

- Registry Restrictions Dispute Resolution Policy (RRDRP)

- Eligibility Requirements Dispute Resolution Policy (ERDRP)

13.2. By registration of a Domain Name, the Registrant agrees to be subject to the applicable ADR-Procedures, in particular UDRP, URS, ERDRP, PDDRP and RRDRP ([●] Link to be amended)

14. Reservation of Rights

14.1. Registry Operator reserves the right to reject, cancel, revoke, delete, suspend or transfer any application for or registration of a Domain Name in order to enforce the Registration Policies and abide applicable Laws, in particular under the following criteria

14.1.1. Registrant is not eligible to register Domain Names in the Top-Level-Domain;

14.1.2. Other violations of this Registration Policy, in particular Section 8, 10 and 12.

14.1.3. Registrant´s breach of warranties stipulated in the Registration Agreement;

14.1.4. Registrant has provided incorrect or incomplete information in the application or other documents concerning the registration of the Domain Name or failed to correct such information in a timely manner after it becomes incorrect;

14.1.5. to protect the integrity and stability of the registry, its operations, and the TLD system;

14.1.6. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the registry, in particular in case of receipt of a final or preliminarily binding decision of a court or a competent authority ordering that the registration of the Domain Name shall be deleted, revoked or transferred to another person or entity;

14.1.7. Registrant has entered into an agreement or has issued a cease and desist declaration, which requires Registrant to delete the domain name;

14.1.8. to establish, assert, or defend the legal rights of the registry or a third party or to avoid any civil or criminal liability on the part of the registry and∕or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;

14.1.9. The Registration or use of the Domain Name may adversely affect the community, its interests or its purposes;

14.1.10. Registrant requests the deletion of the Domain Name;

14.1.11. to correct mistakes made by the registry or any registrar in connection with a registration;

14.1.12. ICANN's request or to enforce ICANN requirements as amended from time to time;

14.1.13. Failure to pay the registration fees; or

14.1.14. as otherwise provided in the Registry-Registrar Agreement and∕or the Registrar-Registrant Agreement.

14.2. Further rights of the Registry Operator to deny, cancel, or transfer any Registration or transaction, or place any Domain Name(s) on registry lock, hold,

especially in compliance with the Anti-Abuse-Policy ([●] Link to be amended) remain unaffected.

14.3. Registry Operator reserves the right to prohibit the transfer of a domain name at any time in order to preserve the status of a registration during a court proceeding or alternative dispute resolution proceeding concerning the legitimacy of the registration of the respective Domain Name.

15. Limitation of Liability, Indemnification

15.1. TO THE EXTENT ALLOWED BY MANDATORY LAW, REGISTRY OPERATOR, THEIR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS (HEREINAFTER PARTIES) SHALL ONLY BE LIABLE IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT. IN NO EVENT SHALL ANY OF THE PARTIES BE HELD LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR LOSS OF PROFITS, RESULTING FROM OR RELATED TO REGISTRATION OR USE OF THE DOMAIN NAME OR TO THE USE OF THE REGISTRY OPERATOR'S SYSTEM OR REGISTRY OPERATORS WEBSITE (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES), INCLUDING BUT NOT LIMITED TO DECISIONS TAKEN BY THE REGISTRY OPERATOR TO REGISTER OR NOT TO REGISTER THE DOMAIN NAME INCLUDING THE CONSEQUENCES OF ITS DECISIONS.

15.2. TO THE EXTENT ALLOWED TO UNDER MANDATORY LAW, THE PARTIES' AGGREGATE LIABILITY FOR DAMAGES SHALL IN ANY CASE BE LIMITED TO THE FEES PAID BY THE APPLICANT IN RELATION TO THE APPLICATION CONCERNED.

15.3. THE APPLICANT SHALL HOLD THE PARTIES HARMLESS FROM CLAIMS FILED OR DISPUTES INITIATED BY THIRD PARTIES, AND SHALL COMPENSATE THE PARTIES FOR ANY COSTS OR EXPENSES INCURRED OR DAMAGES FOR WHICH THEY MAY BE HELD LIABLE AS A RESULT OF THIRD PARTIES TAKING ACTION AGAINST IT ON THE GROUNDS THAT THE APPLICATION FOR OR THE REGISTRATION OR USE OF THE DOMAIN NAME BY THE APPLICANT INFRINGES THE RIGHTS OF THE PARTY.

16. Required Information, Whois

16.1. Registry Operator is required to provide a WHOIS-look-up service in accordance with Specification 4 of the Registry Agreement.

Registrant is obliged to provide current, accurate and complete WHOIS-information and update the information to ensure it remains current, complete and accurate.

16.2. Registry Operator will store the information provided by the Registrars for the purpose of the registration and make it publically available in the WHOIS-database. Registrant authorizes Registry Operator to make personal data, along with other technical data, accessible in the WHOIS-database on its website.

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16.3. Further details can be found in the WHOIS-Policy.

17. Miscellaneous

17.1. Registry Operator may publish interpretive guidelines on its website regarding the terms of this Policy.

17.2. Registry operator may in accordance with the Registry Agreement modify this Policy or introduce further regulations or policies from time to time. Modifications will take effect at the time they are published on the Registry Operator's website and ICANN's website

17.3. Registry Policies shall be governed by and construed in accordance with the laws of the place where the Registry Operater has its principal office without giving effect to the rules on conflicts of law. All disputes arising out of or in connection with the Registry Policies shall be referred to the exclusive jurisdiction of the Court at the location of the principal office of the Registry Operator.

17.4. If any part of this Policy should turn out to be invalid or unenforceable for any reason, the remainder of this Policy shall remain valid and enforceable. The invalid or unenforceable provision shall be deemed, as far as legally possible, replaced by a provision that comes nearest to the sense and purpose of this Policy, taking into account all other applicable rules and policies.