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Translation from German

General Guidelines for Setting Up and Function of the .WIEN Top-Level Domain



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1 Management summary

These Guidelines constitute the basic framework for managing the .WIEN top-level domain. Among others, their purpose is to give applicants an overview of the possible ways of registration and subsequent procedures. Some parts of the procedures have been defined in more detail in separate documents, i.e. more in-depth process descriptions exist, e.g., for the protection phase and the competition phase prior to commencement of open registration.

Material regulations between the applicant or registrant and punkt.wien GmbH also include the registration contract, the General Terms and Conditions, the procedural descriptions of the arbitration proceedings and the ICANN regulations. As those documents and these Guidelines themselves are of a binding nature, we have provided an overview in the chapter on the regulating structure.

Since .WIEN is a generic top-level domain (gTLD), the .WIEN registration rules must be drawn up in compliance with the standards of the Internet Corporation for Assigned Names and Numbers (ICANN), in particular the "Consensus Policies" issued by ICANN.

Accordingly, they will definitely differ from the registration rules of nic.at applicable to current "Austrian" domains. However, to the extent possible and feasible we intend to take account of the legal framework and other provisions already established by nic.at and court rulings on .at domains over 15 years of operation.

The restriction of the group of applicants ("top-level domain community") demanded by ICANN is effected by defining so-called "nexus conditions". Enterprises and private individuals are thus offered the possibility of registering a domain under .WIEN.

In order to prevent the starting phase of registration of domains under the top-level domain .WIEN from being used for abusive registration of trademarks, logos and other signs (cybersquatting), public institutions and owners of protected signs will have an opportunity of privileged registration of their proprietary signs in a so-called "protection phase or sunrise phase" with the decision of who, among several holders of signs with the same priority, will be assigned the domain being made at auctions according to the best bidder principle.



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In a subsequent phase (competition phase or landrush phase) the priority principle will be set aside and the applicants will, thus, even with no special signs, be able to acquire domains for a higher price or (if several candidates apply for an identical string) to bid for domains (best bidder principle). Only after conclusion of that phase will open registration according to the priority principle be initiated.

Some predefined strings will not be assigned in the course of the registration procedure. Apart from the terms that cannot be assigned for technical reasons, these include the following four groups:

- names and universal abbreviations of the public authorities and public agencies of Vienna and the Federal Republic of Austria. These "names of public interest" will be subject to tenders, which will be held in coordination with the City Administration of Vienna and the .WIEN Domain Name Council. These tenders will not start before General Availability and the domains assigned hereunder will be subject to Claims Service.
- strings which are obviously likely to be used in connection with contents punishable under criminal law, such as violent, racist, demagogic or insulting content, content that is harmful to young persons or otherwise violates accepted principles of morality (blacklist),
- job titles, names of industries and other generic terms (e.g. traffic), proper use of which is in the general interest of the Viennese internet community, are subject to tenders, auctions or fixed price sales, which will be held in coordination with the .WIEN Domain Name Council. These tenders, auctions or fixed price sales will not start before General Availability and the domains assigned hereunder will be subject to Claims Service.
- Trademark terms that have been blocked by the trademark owner in accordance with the Registry Agreement (available at: <https://www.icann.org/en/registry-agreements/details/wien>, see Exhibit A.6 Label Blocking Service). This blocking can be viewed in the WHOIS ("...This name has been blocked by a GlobalBlock service..."). If there is a legitimate claim to a domain, a corresponding registration request can be submitted to the registry. Block holders generally have the pre-emptive right of registering blocked domains themselves. Accordingly, the registry will first inform the block holder of the registration request and the block holder will then decide



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whether to make use of the pre-emptive registration option. If this is not the case, the block to the applied-for domain can be released at the sole discretion of the registry and be made available for registration to the requestor. Under no circumstances there is a legal claim against the registry to have a block lifted. Any liability of the registry in this respect is excluded.

2 Definitions

General Terms and Conditions	means the terms and conditions of punkt.wien GmbH for registration of domain names made available on the company's website.
Application	means a complete, technically correct request for registration of a domain name which has been sent to punkt.wien GmbH; the request and the domain name must meet all requirements of these Registration Guidelines.
Applicant	means any natural or legal person that submits an Application to punkt.wien GmbH via a Registry.
Auction	means a selling procedure where the price is determined by bids submitted by potential buyers in a standardised procedure.
Acknowledgement	means the email message, including a standard letter, sent by punkt.wien GmbH to the Applicant upon receipt of the Application.
Domain	means a domain name that is directly registered under the top-level domain .WIEN or for which a request for registration or an Application was submitted to punkt.wien GmbH.



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Business Name	means the name of an entrepreneur as recorded in the Business Register under which the entrepreneur operates his business and affixes his signature.
gTLD	means generic top-level domain.
ICANN	means the Internet Corporation for Assigned Names and Numbers, which co-ordinates the assignment of names and addresses on the internet as a non-profit organisation.
Signs	<p>means the rights to names and the intellectual property rights protected under Austrian law, including but not limited to:</p> <ul style="list-style-type: none">- the right to use a name or pseudonym/alias as defined in Section 43 of the Austrian General Civil Code [<i>ABGB</i>],- protection of the Business Name (Section 17 of the Austrian Business Code [<i>UGB</i>],- protection of the specific name of a business within the scope of application of Section 9 of the Austrian Federal Statute against Unfair Trade Practices [<i>UWG</i>],- protection of title as defined in Section 80 of the Austrian Copyright Act [<i>UrhG</i>] and Section 9 <i>UWG</i>,- rights under the Austrian Trademark Protection Act [<i>Markenschutzgesetz</i>].
Landrush Phase	means the competition phase of the launch of the .WIEN TLD.



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Registrant	means the holder of a Domain.
2013RAA Registrar	means an organisation or business which carries out registration of internet domains for end customers and resellers and has been accredited by ICANN in accordance with the Registrar Agreement 2013 and which has also concluded a Registry-Registrar Agreement with punkt.wien GmbH. A reseller may also act as a 2013RAA Registrar vis-à-vis Applicants, if the 2013RAA Registrar has concluded a bilateral agreement with the reseller thereon and assumes full liability for the reseller vis-à-vis ICANN.
Registration	means allocation of an unambiguous string to a Registrant.
Registry	means an organisation which manages a TLD and assigns domain names; when used in this document Registry exclusively refers to punkt.wien GmbH.
Sunrise Phase	means the protection phase in the course of launching a new top-level domain.
Sunrise (TMCH)	means the protection phase within trademarks registered in the TMCH are assigned
Sunrise (Local Prior Rights)	means the protection phase within owners of local prior rights can request domain names
String	means the sequence of characters of a domain.
T(op)-L(evel) D(omain)	means the top-level part of a domain.



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Trademark Clearinghouse (TMCH)	means an institution that has been instructed by ICANN to match trademark rights against domains applied for.
Transfer Lock	means a Registry lock to prevent unauthorised domain transfers.
WHOIS Database	means the database where data of domain holders is stored for information; to be set up and kept by the relevant Registries.

3 General provisions

The following regulations apply throughout all registration phases and constitute the basis for all Registrations under .WIEN.

3.1 Structure of the namespace

The namespace under .WIEN will not be divided into second-level domains by punkt.wien GmbH. Applicants register Domains exclusively under the .WIEN top level. Subdomains may be set up below the Domains registered under .WIEN but this will be done by the respective Domain holder.

3.2 Registrable characters

A .WIEN domain name may only consist of numbers (0-9), hyphens and small letters (a-z). It must neither begin nor end with a hyphen. If the domain name contains hyphens at the 3rd or 4th position, the name must be a valid translation (ASCII compatible encoding) of an IDN code (http://en.wikipedia.org/wiki/Internationalized_domain_name). IDNs under .WIEN may use the characters of Latin script. The minimum length of a Domain is one (1) character and the maximum length is sixty-three (63) characters. If the Domain is an IDN, its maximum length is determined by RFC 5890 (<http://www.rfc-editor.org/rfc/pdf/rfc5890.txt.pdf>) and RFC 5891 (<http://www.rfc-editor.org/rfc/pdf/rfc5891.txt.pdf>).



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3.3 Eligible applicants ("nexus conditions")

The following persons are eligible for Registration of a domain name under the .WIEN Top-Level Domain:

any natural person, legal person, organisation or association intending to show an economic, cultural, tourist, historical, social or other affinity with the Austrian federal capital: WIEN [Vienna].

As with .at no verification procedure will be carried out at the time of Registration to verify whether the Applicant has the required interests in or relations to Vienna, but fulfilment of the nexus conditions can be reviewed by initiating alternative dispute resolution procedures ("Eligibility Requirements Dispute Resolution Policy").

3.4 Contents and use

In order to fulfil the requirements of ICANN for a community-based designation of the Application the Applicant must use the .WIEN Domain in connection with an economic, cultural, tourist, historical, social or other affinity with the Austrian federal capital Vienna throughout the term of Registration.

The Registrant of a domain name, as recorded in the Registry Service, will be responsible for:

- a. the use of their domain name;
- b. ensuring that the use of the domain name, where that domain name is a two letter Label that corresponds to a country code described in the ISO 3166-1 alpha-2 standard, avoids confusion with the corresponding country code;

3.5 Registration procedure

Registration of a Domain by an Applicant is sent electronically via EPP protocol (see http://de.wikipedia.org/wiki/Extensible_Provisioning_Protocol) by a 2013RAA Registrar to punkt.wien GmbH's Registration system. Upon successful Registration a confirmation will be sent to the 2013RAA Registrar. If Registration fails, the 2013RAA Registrar will receive an error message. The contact details requested by ICANN (see also the separate document .WIEN WHOIS Policy) may be retrieved via a WHOIS search at www.whois.wien immediately after Registration. The Applicant must check



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those entries promptly and, in the case of errors, instruct his 2013RAA Registrar to correct the details.

3.5.1 Verification by the applicant that he fulfils the nexus conditions

In this first step the Applicant must check whether he fulfils the Registration requirements including his relation to the City of Vienna.

If the Applicant does not fulfil the aforementioned requirements, he is not eligible for Registration of a Domain under the .WIEN Top-Level Domain.

3.5.2 Selection of a 2013RAA Registrar

Domains may only be registered with punkt.wien GmbH (and Registrations may only be renewed) by a 2013RAA Registrar, who acts on behalf of the Applicant.

Therefore, the Applicant must select a Registrar who is accredited by ICANN under the 2013 RAA for filing his request for Registration of a Domain.

3.5.3 Selection of a name, availability and technical requirements

Before he submits a request for Registration of a Domain, the Applicant must verify that the requested Domain fulfils the prerequisite of availability and the technical requirements.

For that purpose he must carry out a search of the Registration system of the selected 2013RAA Registrar, which will show whether the Domain is available or not. Domains contained in the lists of locked or suspended names are not available for Registration and are shown as not available.

3.5.4 Reading the rules

By submitting his request for Registration of a Domain the Applicant enters into a contract with the 2013RAA Registrar and the General Terms and Conditions and various guidelines and policies of punkt.wien GmbH will become part of the contract by imposing them on the Applicant. Therefore, the Applicant is bound to the terms and conditions and to the rules of punkt.wien GmbH, which may be modified in accordance with the procedures described in this document at any time. The 2013RAA Registrar is responsible for making available the applicable rules to the Applicant before the latter files his Application for Registration of a Domain. The General Terms and Conditions



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and all other applicable rules as amended are available on the website of punkt.wien GmbH.

3.5.5 Provision of accurate and complete contact details

A request for Registration of a Domain shall only be deemed complete if the Applicant, via the 2013RAA Registrar, at least provides punkt.wien GmbH with the full details listed in the .WIEN WHOIS Policy, and in particular with the following contents:

- full name of the Applicant; if no name of a business or an organisation is stated, it will be assumed that the Applicant is the individual applying for Registration of the domain name; if a name of a business or organisation is stated, it will be assumed that the Applicant is the business or the organisation;
- address and country where
 - the registered office and business address or the service address of the organisation or association is, if the Applicant is a legal person and
 - the person is domiciled (habitually resident), if the Applicant is a natural person;
- in addition, if available, an address in Vienna has to be stated;
- the Applicant's (or his representative's) email address via which further communication regarding the Application is to be sent;
- a phone number at which the Applicant (or his representative) can be reached;
- the language to be used for evidence;
- the String (domain name) applied for;
- a confirmation to the effect that the nexus conditions defined in 3.3 are fulfilled.

The Applicant shall ensure that the above details will be complete, up-to-date and accurate throughout the term of the Registration. punkt.wien GmbH is entitled to reject a request for Registration of a Domain or to revoke a Domain if the Applicant has provided incomplete or inaccurate details or if they are no longer correct. punkt.wien GmbH is entitled to obtain additional information from the Registrant (either directly or via the Applicant's 2013RAA Registrar), e.g. in connection with a Domain Application made during the different Registration phases. The Applicant must advise a valid email address to be able to receive notifications from punkt.wien GmbH and/or the



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alternative dispute resolution provider, if applicable. If the email address advised to punkt.wien GmbH does not work, punkt.wien GmbH can reject the request for Registration of a Domain or even revoke the Domain.

The details must be those of the Applicant and not those of the 2013RAA Registrar, an agent or representative of a person or legal entity.

3.5.6 Registration of a domain

Domains may only be applied for and registered with punkt.wien GmbH via a 2013RAA Registrar. The 2013RAA Registrar will probably charge a fee for that service. It is not possible to file the request for Registration of a Domain directly with punkt.wien GmbH.

The way of entering data in the system of the 2013RAA Registrar depends on the IT system used by the 2013RAA Registrar. Therefore, it is not possible to provide a generally applicable detailed description of the individual steps and menus here.

If the Applicant has provided the 2013RAA Registrar with all necessary details and has fulfilled all other duties (e.g. payment of the fees invoiced by the 2013RAA Registrar), the 2013RAA Registrar is responsible for transferring those details directly to the systems of punkt.wien GmbH in accordance with the technical processes established by punkt.wien GmbH and provided to the 2013RAA Registrar.

If the desired Domain is still available and if all details are complete, the Domain will be registered automatically for a (renewable) term according to the terms and conditions laid down in the General Terms and Conditions.

3.6 Registration contract

The contract on Registration of a Domain will be concluded between the Applicant and a 2013RAA Registrar. By concluding the Registration contract the Applicant agrees to accept all ICANN "Consensus Policies" and various guidelines as well as the General Terms and Conditions of punkt.wien GmbH.

Since the contracts are drafted by the relevant 2013RAA Registrars in detail and provided by the same, it is not possible to provide detailed information on the contents of the different contracts here.



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3.7 Changes in contact details

In the case of a change in the Registrant's contact details the Registrant has to notify the 2013RAA Registrar of such a change within one (1) month and the 2013RAA Registrar shall ensure that the details will be updated by punkt.wien GmbH. Such change requests cannot be made directly to punkt.wien GmbH.

3.8 Renewal, termination or extension of the term of a domain

In principle and subject to the provisions of the General Terms and Conditions, the term of a Domain will be renewed automatically for one (1) year in each case. The Registrant is entitled to terminate a Domain Registration by sending a termination order to the 2013RAA Registrar; it is exclusively the 2013RAA Registrar who is entitled to give punkt.wien GmbH an order to terminate a Domain contract. The Registrant cannot send such a termination order directly to punkt.wien GmbH. The procedures of the 2013RAA Registrar for renewal, termination or extension of the term of Domains may vary; therefore it is not possible to provide a detailed description of the process here.

That is why punkt.wien GmbH expressly recommends the Registrant to read the terms and conditions of the selected 2013RAA Registrar carefully. In some cases the 2013RAA Registrar will terminate, renew or extend the term of a Domain subject to certain conditions.

If the Registrant does not intend to renew the Domain after expiration of the term, he must inform the 2013RAA Registrar thereof in a timely manner and always in accordance with the agreement between the 2013RAA Registrar and the Registrant. Upon expiration of the term for Registration of the Domain, punkt.wien GmbH will automatically invoice the fee for another year to the 2013RAA Registrar. In that case the 2013RAA Registrar may charge the fee for such renewal to the Registrant. Every 2013RAA Registrar has his own billing terms. Some 2013RAA Registrars ask for payment of the invoice by the Registrant prior to expiration of the term of the Domain in order to know whether the Registration is to be renewed or not. Please note that punkt.wien GmbH does not interfere in disputes between a 2013RAA Registrar and its customers.



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3.9 Transfer of a domain to a different 2013RAA Registrar

3.9.1 Transfer at the registrant's request

Subject to the regulations on a Transfer Lock of a Domain the Registrant is entitled to transfer the Domain to a different 2013RAA Registrar according to the procedure described below. At the request of a Registrant to transfer the Domain to a different accredited 2013RAA Registrar, the current 2013RAA Registrar will ask punkt.wien GmbH to provide an unambiguous authorisation code. Upon provision of the authorisation code by punkt.wien GmbH to the 2013RAA Registrar the authorisation code will subsequently be provided

- by the 2013RAA Registrar to the Registrant,
- by the Registrant to the new 2013RAA Registrar and
- by the new 2013RAA Registrar to punkt.wien GmbH

via the relevant transaction. punkt.wien GmbH will effect the transfer upon receipt of the authorisation code and confirmation by the old 2013RAA Registrar (or lapse of time). By adhering to the procedure described above the 2013RAA Registrars involved and the Registrant acknowledge and warrant validity of the transfer of the Domain to the new 2013RAA Registrar.

3.9.2 Transfer at punkt.wien GmbH's request

If the contract between punkt.wien GmbH and the 2013RAA Registrar appointed by the Registrant is terminated and if that 2013RAA Registrar has not transferred the Domain portfolio to a different 2013RAA Registrar, punkt.wien GmbH will notify the Registrant thereof. The Registrant must select a new 2013RAA Registrar prior to expiration of the term of the Domain. At the end of the term the Domain will be suspended. The ICANN Policies provide for the option of a separate appointment of a service provider in that case.



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3.10 Transfer of a domain to a new registrant (change of holder)

Domains may only be transferred to Applicants who are eligible for Registration of .WIEN Domains. If the assignment of the .WIEN Domain was not subject to the general Registration procedure but to any of the special ones, a transfer will only be possible with punkt.wien GmbH's prior written approval.

Subject to the regulations on a Transfer Lock of a Domain the Registrant is entitled to transfer the Domain to a different Registrant. A Domain is transferred by way of a private-law contract between the old and the new Registrant, which defines the material obligations of both parties.

On the basis of that contract the 2013RAA Registrar will enter the new Registrant's data in the system of punkt.wien GmbH. Evidence of the change of holder has to be provided according to the requirements of the relevant 2013RAA Registrar.

3.11 Suspension of domains and re-activation procedure

3.11.1 Grounds for suspension

If punkt.wien GmbH receives notice of termination from a 2013RAA Registrar, the Domain concerned will be suspended immediately for a period of thirty (30) calendar days of

- the date stated in the request for termination, or
- the date at which the request for termination was issued, if the date stated in the request for termination is an earlier date or if no date was given in the request for termination.

Within the said period of thirty days the Registrant may ask his 2013RAA Registrar to re-activate the suspended Domain and the 2013RAA Registrar shall notify punkt.wien GmbH of such a request. In principle, re-activation of a Domain means no change in the Registration date or anniversary of Registration but the current term will be renewed for another year subject to the provisions of the General Terms and Conditions.



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During the suspension period stated above the Registrant's executor or statutory heirs (in the event of the Registrant's death) or the statutory receiver (in the event of liquidation of the Registrant's business) may, notwithstanding the suspension, request a transfer of the name via a 2013RAA Registrar at the time of presentation of the relevant documentation .

If, as mentioned above, no re-activation or transfer takes place within the 30-day period, the Domain concerned will be made available for general Registration. Fees that have already been paid for the initial Domain Registration (or a renewal) will not be refunded. If punkt.wien GmbH suspends a Domain after termination of the contract between punkt.wien GmbH and the 2013RAA Registrar, the procedure described herein will apply.

3.11.2 Effect of suspension

While a Domain is suspended it is deactivated and cannot be used. The Registrant's rights will, however, remain in effect as described above. For the Domains punkt.wien GmbH will show the status "suspended" (Redemption) in the WHOIS Database.

3.12 Termination of a domain by punkt.wien GmbH and cancellation

punkt.wien GmbH is entitled to lock Domains for important reason (cause) or to terminate them and to initiate cancellation by entering them in the gTLD cancellation cycle or to transfer them. This applies, in particular, if and when

- i. the Domain holder has violated the Registration Guidelines (i.a. 7.1.1) and continues to do so despite a warning and having been granted a grace period, or
- ii. the Domain as such contains an obviously unlawful statement, or
- iii. the Domain holder has agreed by constitutive acknowledgement or a settlement in or out of court not to use a specific Domain, or
- iv. in the operative part of a non-appealable and enforceable judgment of an Austrian court of law or in the judgment of a foreign court of law which was declared to be enforceable in Austria according to the Brussels I Regulation or the Lugano Convention the Domain holder was adjudicated



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to refrain from using a specific Domain or if it can otherwise be unambiguously deduced from the operative part of the judgment that the Domain holder infringes rights of third parties by using the Domain, or

- v. Registration of the Domain for the Domain holder obviously infringes rights of third parties irrespective of its actual use or is obviously unlawful, or
- vi. use of the Domain or of the contents that can be retrieved via the Domain obviously constitutes an abuse and is likely to cause harm to the general public, e.g. by illegal or fraudulent activities, spam, phishing, pharming, dissemination of malware, botnet activities, child pornography, unusual network activities (e.g. fast-flux hosting), or
- vii. the Domain holder's or the administrative contact's data provided to punkt.wien GmbH is incorrect or if the Domain holder or administrative contact cannot be identified on the basis of the data provided.

Notwithstanding any other statutory rights, punkt.wien GmbH may take action within the framework of the anti-abuse rules established by ICANN for gTLDs.

3.13 Locked status for domains

3.13.1 Registry lock

Registry lock means the service offered by punkt.wien GmbH to protect Domains against unintended changes, transfers or cancellations by setting the Registry lock. As long as the Registry lock is activated for a specific Domain, that Domain cannot be cancelled, updated or transferred to a new Registrant or to a new 2013RAA Registrar. During that time the Domain will remain fully operable.

3.13.2 Request by third parties

Third parties who are of the opinion that they have legal claims to a specific .WIEN Domain may ask punkt.wien GmbH to set the locked status for that Domain. The claim must be substantiated by furnishing evidence to punkt.wien GmbH.

The status will be granted upon first demand for the period of one month and may be renewed for another month. During that period the requesting party and the holder have time to reach a settlement out of court or to transfer the Domain to the



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requesting party. In that case the status will immediately be removed. Otherwise it will expire without notice after the end of the period.

3.13.3 Lock in the case of arbitration or legal proceedings

In the case of arbitration proceedings the procedural rules in many cases provide that a locked status will be set automatically to prevent any shifting of the Domain to a different 2013RAA Registrar for the duration of the proceedings.

In the case of arbitration proceedings punkt.wien GmbH is obliged to set such a lock and will do so in accordance with the procedural rules for the period fixed in the specific case.

In the case of a legal dispute before a court of law the locked status may also be requested. The lock will be set for the entire duration of the litigation.

3.13.4 Registrar lock

The locked status set by a 2013RAA Registrar for a Domain is based on the contract concluded between the Registrant and the 2013RAA Registrar. In most cases it will be an additional protective mechanism to prevent unintended changes/cancellations. Since the contracts concluded by the 2013RAA Registrars differ in terms of contents and since the technical systems have different functionalities, it is not possible to provide a detailed description here.

3.14 Revocation of domains

punkt.wien GmbH is entitled to revoke or change Domain Registrations and to transfer them to other 2013RAA Registrars, to lock or block them in any way whatsoever:

- to fulfil the requirements specified by organisations such as ICANN which are responsible for managing the internet,
- to correct errors made by punkt.wien GmbH or a 2013RAA Registrar during the Registration process,
- if the fees payable have not been paid to punkt.wien GmbH.

The Registrants concerned waive any claims vis-à-vis punkt.wien GmbH for damages or based on other grounds that might be caused by such procedure even beyond the term of the contracts. In this connection punkt.wien GmbH will act in accordance with

the policies established by ICANN and grant the Registrants concerned all rights provided in the ICANN Policies.

4 Registration phases

The .WIEN TLD will be launched in three steps.



- The so-called protection (=Sunrise) phase of at least 60 days is a mandatory requirement of ICANN. During that phase punkt.wien GmbH collects Applications for Domains from holders of rights, which are submitted via 2013RAA Registrars. During the Sunrise two phases run parallel in time, which have different conditions. In the sunrise (TMCH) phase in the TMCH registered trademarks are assigned with Prio1, while in Sunrise (local prior rights) domains of trademark-holders are allocated with Prio2. In the subsequent cool-off period unambiguous Domains will be assigned directly; domains for which several Applications with same priority were received, will be auctioned.
- Thereafter, Domains will be assigned in the competition (=Landrush) phase. During that phase punkt.wien GmbH collects Applications for Domains, which are submitted via 2013RAA Registrars. In the subsequent cool-off period unambiguous Domains will be assigned directly, Domains for which several Applications were received, will be auctioned.
- Then, the generally known form of open Registration commences according to the "first come, first served" principle, with the Applications again being submitted via 2013RAA Registrars.



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5 Domains excluded from open registration

Some pre-defined Strings are not assigned in the course of the Registration procedure. Apart from the terms that cannot be assigned for technical reasons, these include the following four groups:

- names and universal abbreviations of the public authorities and public agencies of Vienna and the Federal Republic of Austria. These "names of public interest" will be subject to tenders, which will be held in coordination with the City Administration of Vienna and the .WIEN Domain Name Council. These tenders will not start before General Availability and the domains assigned hereunder will be subject to Claims Service.
- Strings which are obviously likely to be used in connection with contents punishable under criminal law, such as violent, racist, demagogic or insulting content, content that is harmful to young persons or otherwise violates accepted principles of morality,
- job titles, names of industries and other generic terms (e.g. traffic) proper use of which is in the general interest of the Viennese internet community, are subject to tenders, auctions or fixed price sales, which will be held in coordination with the .WIEN Domain Name Council. These tenders, auctions or fixed price sales will not start before General Availability and the domains assigned hereunder will be subject to Claims Service.
- Trademark terms that have been blocked by the trademark owner in accordance with the Registry Agreement (available at: <https://www.icann.org/en/registry-agreements/details/wien>, see Exhibit A.6 Label Blocking Service). This blocking can be viewed in the WHOIS ("...This name has been blocked by a GlobalBlock service..."). If there is a legitimate claim to a domain, a corresponding registration request can be submitted to the registry. Block holders generally have the pre-emptive right of registering blocked domains themselves. Accordingly, the registry will first inform the block holder of the registration request and the block holder will then decide whether to make use of the pre-emptive registration option. If this is not the case, the block to the applied-for domain can be released at the sole discretion of the registry and be made available for registration to the



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requestor. Under no circumstances there is a legal claim against the registry to have a block lifted. Any liability of the registry in this respect is excluded.

6 .WIEN WHOIS Policy

The details of the WHOIS regulations result directly from the requirements of ICANN and may only be changed by punkt.wien GmbH to a limited extent. For mandatory reasons, such as a supreme court ruling, punkt.wien GmbH may adapt those rules, but not at its discretion. The WHOIS policy for .WIEN Domain is defined in the .WIEN WHOIS Policy.

7 Dispute resolution

punkt.wien GmbH will prevent infringements of trademark rights and other Signs by abusive Registration and use of Domains by third parties in the area of the .WIEN Top-Level Domain by way of a Registration procedure that is carried out in several steps and by alternative dispute resolution procedures. For that purpose the holders of Signs as defined in Clause 3 are granted privileged use of their proprietary rights before open Registration starts. In addition, the names and universal abbreviations of public institutions are excluded from open Registration beforehand or delegated to the public agencies in charge.

To warrant rapid and economical legal protection against abusive Registration of trademarks and other Signs punkt.wien GmbH will ensure in the contracts with the 2013RAA Registrars that the mandatory procedures demanded by ICANN, such as, e.g. the "Uniform Domain Name Dispute Resolution Policy (UDRP)" and the "Uniform Rapid Suspension System (URSS)" will be accepted by all Domain holders as alternative dispute resolution rules upon conclusion of the Registration contract.

An additional protective mechanism is offered in the "Trademark Post-Delegation Dispute Resolution Procedure (PDDRP)", which punkt.wien GmbH has adopted (see Clause 7.2.4).

To prevent bad-faith Registration and use of Domains under the .WIEN Top-Level Domain every Domain Applicant must accept the alternative dispute resolution procedures stated in Clause 7.2 (Uniform Domain Name Dispute Resolution Policy/UDRP and Uniform Rapid Suspension System/URSS). The right to resort to the courts



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of law for dispute resolution remains unaffected and shall interrupt any alternative dispute resolution procedure. A Domain will be cancelled or transferred due to an alternative dispute resolution procedure if and when

- i. the Domain is identical or likely to be confused with a trademark or Sign from which the claimant deduces rights,
- ii. the Domain holder has no right to or legitimate interest in the Domain,
- iii. the Domain was registered and is used in bad faith,
- iv. a Domain that was subject to a special Registration procedure is used or transferred in violation of the contractual agreements,
- v. Registration of the Domain violates the Registration Guidelines.

7.1 Domains infringing rights of third parties

7.1.1 Obligations of the applicants

The Applicant undertakes not to register domains that violate statutory provisions, interfere with or infringe rights of third parties or to register domains for abusive, speculative or anti-competitive purposes. Accordingly, dissemination of contents violating criminal law, offensive, racist, discriminating or pornographic contents via domains below the .WIEN Top-Level Domain is prohibited. The Applicant also undertakes not to register any domains giving the wrong impression that they are domains or general abbreviations, contents or services of public agencies or organisations associated with them, so-called plagiarising official domains.

The Applicant further undertakes not to register any domains that violate ethical or criminal-law principles (domains violating criminal law, glorifying violence, racist or demagogic domains, domains causing harm to young persons, offensive or insulting domains, domains that otherwise violate accepted principles of morality) or are likely to jeopardise the reputation of the City of Vienna. Domains using words or parts of words that might be perceived as offensive according to objective general perception are not allowed either. This includes, above all, expletives, defamatory or agitating language or words or parts of words likely to hurt the ethical, religious or moral feelings of internet users.



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7.1.2 Monitoring of compliance with obligations

Fulfilment of the criteria stated above can be reviewed by third parties by means of the mandatory arbitration proceedings. The WIPO Arbitration and Mediation Center in Geneva or a different alternative dispute resolution body accredited by ICANN is in charge of administration of alternative dispute resolution procedures.

The Applicants submit themselves to the alternative dispute resolution procedures listed below. The up-to-date details from time to time are available on the ICANN website and the punkt.wien GmbH website provides a link to the most recent version. The Applicants are responsible for studying the proceedings and to react appropriately, if necessary.

All procedures must take place before the relevant dispute resolution providers accredited by ICANN (e.g. by the WIPO in Geneva); in most cases the language of the proceedings is English. Resort to the courts of law is still possible besides alternative dispute resolution.

The procedures are to be conducted between the Applicants; punkt.wien GmbH will not be involved in such proceedings. During arbitration proceedings Domain transfers will not be possible.

7.2 The different types of arbitration proceedings

7.2.1 Uniform Domain Name Dispute Resolution Policy (UDRP)

The purpose of these standard conciliation proceedings of ICANN is to protect trademark holders against abusive Registration and use of domain names.

Fulfilment of the three prerequisites stated below must be proved to be able to successfully establish a claim to a third-party domain:

- the domain is identical or confusingly similar with a Sign of the Applicant,
- the previous domain holder has no right or legitimate interest of his own to the domain, and
- the holder has registered the domain in bad faith and uses the same for that purpose.



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The aim of the UDRP procedure is to transfer the domain in dispute to the lawful holder of the trademark right.

<http://www.icann.org/de/help/dndr/udrp/policy>

7.2.2 Uniform Rapid Suspension System (URSS)

The URSS provides for rapid and low-cost arbitration proceedings for trademark holders whose rights have been infringed by assignment of a domain.

The following prerequisites must be fulfilled cumulatively:

- the domain name complained about is identical or confusingly similar with an ascertained or confirmed word mark,
- the domain holder has no rights to the domain name,
- the domain name has been registered and used in bad faith.

The purpose is to lock but not to transfer the domain.

<http://archive.icann.org/en/topics/new-gtlds/draft-urs-clean-15feb10-en.pdf>

7.2.3 Eligibility Requirements Dispute Resolution Policy (ERDRP) and .WIEN anti-abuse precautions

By means of the ERDRP the parties to the dispute (e.g. Applicants who were not assigned the Domain applied for) may initiate a review of whether the successful Applicant fulfils the prerequisites for allocation of the Domain (e.g. the alleged trademark right or relation to Vienna).

In this way all TLD .WIEN Domain allocations are subject to a review procedure for checking full conformity with the guidelines and policies, which is carried out by an independent third party.

<http://www.icann.org/en/help/dndr/erdrp>

7.2.4 Trademark Post-Delegation Dispute Resolution Procedure

By means of this procedure third parties may take steps against punkt.wien GmbH in the case of unlawful assignment of domains (infringement of trademark rights).

However, this is only possible where the new namespace is operated with deliberate lack of care and if punkt.wien GmbH wilfully registers infringing domain names.



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<http://newgtlds.icann.org/en/applicants/agb/pddrp-04jun12-en.pdf>

7.2.5 Registration Restriction Dispute Resolution Procedure

By means of this procedure third parties may take steps against punkt.wien GmbH if domains are assigned to unauthorised candidates (non-fulfilment of the nexus conditions).

However, this is only possible where the new namespace is operated with deliberate lack of care and punkt.wien GmbH wilfully accepts unauthorised candidates.

<http://newgtlds.icann.org/en/applicants/agb/rrdrp-04jun12-en.pdf>

7.3 The courts (of law)

Despite arbitration the courts of law of the Republic of Austria having jurisdiction over the place and over the subject matter may still be resorted to. Actions against consumers must be brought before the courts of law having jurisdiction over the place of the consumer's residence.

8 Modifications of these Guidelines

These Guidelines may be modified by punkt.wien GmbH at any time and are also effective for existing contractual relationships. The most recent version is available on punkt.wien GmbH's website. Modifications of these Guidelines are permitted vis-à-vis consumers only if the modification is reasonable for the consumer, in particular because it is a minor one and objectively justified. The consumer is entitled to object to a modification within four (4) weeks of receipt of the notice advising the modification; otherwise the modified Guidelines will be deemed accepted by him/her. punkt.wien GmbH will inform the consumer of his/her right to object and about the legal consequences that may occur if s/he fails to do so.

9 Other provisions

9.1 Liability

Unless a different regulation is provided for by mandatory law, punkt.wien GmbH will only be liable for cases where gross negligence or wilful misconduct of punkt.wien GmbH can be proved. Consumers are not required to provide such evidence. punkt.wien GmbH shall in no case be liable for indirect damages, incidental or



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consequential damages or lost profit, be it on the ground of contractual, tortious (including negligence) or other liability as a result of or in connection with Registration or use of a domain name or use of its software or website, even if it was advised of the possibility of such a loss or damage, including but not limited to decisions made by punkt.wien GmbH to register or not to register a domain name on the basis of its findings and other consequences of such decisions.

Unless a different regulation is provided for by mandatory law, punkt.wien GmbH's liability for damages shall in any case be limited to EUR 1,000 (one thousand euros). This limitation does not apply vis-à-vis consumers in the case of personal injury. The Applicant agrees that no higher or other claims for damages may be asserted vis-à-vis punkt.wien GmbH (including fees payable or paid by the Applicant or claimant in connection with legal proceedings or out-of-court proceedings that are instituted against a decision of punkt.wien GmbH to register or not to register a domain name).

The Applicant shall indemnify and hold harmless punkt.wien GmbH from and against any claims asserted by third parties or disputes and shall reimburse punkt.wien GmbH all costs or expenses or damages for which it is held liable due to measures taken by third parties against punkt.wien GmbH on the ground that the Application for the domain name or Registration or use of the domain name by the Applicant infringes the rights of a third party.

9.2 Severability clause

If any part of these rules should be declared invalid or unenforceable for any reason whatsoever, the other rules shall remain valid and enforceable as if the invalid and unenforceable part were not contained therein.

Any invalid or unenforceable provision will be replaced by a provision which, to the extent permitted by law, comes as close as possible to the meaning and purpose of these rules, taking account of all other rules.

If consumers become parties to contracts, the mandatory regulations of the Austrian Consumer Protection Act [*KSchG*] shall prevail over these Guidelines and the other contractual provisions.



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9.3 Contractual provisions and regulating structure

In addition to these rules the following documents shall be valid:

- the mandatory regulations specified by ICANN for assigning domains,
- specific contracts on assignment of domains, if any
- the General Terms and Conditions of punkt.wien GmbH
- the general policies/guidelines of punkt.wien GmbH

9.4 Language

The languages of negotiations and applications between punkt.wien GmbH and the Applicant shall be English and German.

9.5 Place of jurisdiction and law

Vienna shall be the place of jurisdiction for all disputes between punkt.wien GmbH and Applicants brought before the courts of law and Austrian law shall apply.

9.6 Written form

Any modifications of or amendments to these general terms and conditions shall be made in writing. This shall not apply to consumers.

9.7 Responsibility

punkt.wien GmbH shall not be liable for assigning Domains as long as the set of rules described herein is observed and not deviated from by gross negligence or intent. If an assignment of a Domain is contested, this shall be done between the new Domain holder and the opponent, e.g. an unsuccessful Applicant. In such proceedings punkt.wien GmbH shall neither have party status nor any obligation in connection therewith. By their Application for allocation of a Domain the Applicants accept these regulations.