



## **.RUHR Phased Roll-out Policy**

TABLE OF CONTENTS .....	<b>Fehler! Textmarke nicht definiert.</b>
I. Introduction, timetable .....	1
II. General provisions .....	2
1. Parties to the application, application procedure, costs .....	2
2. Trademark Clearinghouse .....	2
3. Trademark Claims Service .....	3
4. Registry rights .....	3
5. Domain registration .....	3
6. Contents of the application .....	4
7. Submission of the application, obligations .....	4
III. Sunrise phase .....	4
8. General .....	4
9. Validation of a mark by TMCH .....	5
10. Identity between domain and mark .....	5
11. .RUHR Sunrise Dispute Resolution Policy .....	5
IV. Ruhr phase .....	5
12. General .....	5
V. General availability .....	5
VI. Liability, indemnification, closing provisions .....	6
13. Liability, indemnification .....	6
14. Other .....	6

### **I. Introduction, timetable**

The background for the present policy is the orderly, fair and technically organised allocation of domain names below the TLD **.RUHR** ("**domain(s)**" or "**[.RUHR] domain(s)**") to individuals and legal persons ("**applicants**" or "**registrants**") in accordance with the present policy and the other integral parts of the contract. The other integral parts of the contract (also "**[.RUHR] policies**") are:

- **.RUHR Domain Name Registration Policy;**
- **.RUHR Acceptable Use Policy;**



## **.RUHR Phased Roll-out Policy**

- **.RUHR Rapid Takedown Policy;**
- **.RUHR Whois-Policy; and**
- **policies required by ICANN, such as URS and UDRP.**

In the event of conflicting and/or contradictory provisions in other integral parts of the contract agreed between the registrant and their registrar or reseller, the rules in the above paragraph have priority.

Applicants are notified that application for registration of a specific domain does not necessarily result in actual registration of the desired domain. Contractual rights and privileges only enter into force with actual registration between the applicant, who is a [.RUHR] domain registrant from the time of actual registration, and their chosen registrar. In the event of successful application, this registrar is the sole contact for all the registrant's contractual questions for the full term of the domain contract.

The following phases are currently planned:

- **Phase 1: SUNRISE phase (2.1.2014 - 1.2.2014)**
- **Phase 2: RUHR phase (8.2.2014 – 3.3.2014)**
- **Phase 3: General availability, premium names (from 10.3.2014)**

## **II. General provisions**

Applications submitted during the various phases must specifically meet the requirements of the **.RUHR Domain Name Registration Policy and the [.RUHR] policies generally**, unless there are deviating provisions in the present policy.

The following provisions apply to all applications submitted to the registry during the above phases.

### **1. Parties to the application, application procedure, costs**

Applications must be forwarded to the registry through a registrar in all phases. Registrants wishing to apply for registration of a [.RUHR] domain can see an overview of registrars at [www.dotruhr.de](http://www.dotruhr.de).

The fees to be paid by the applicant in the relevant phases can be seen on the websites of the relevant registrars.

### **2. Trademark Clearinghouse**

During the sunrise phase, mark rights which are the basis for application for registration of a specific domain must be validated before actual registration. Applicants must have marks and other rights previously validated by the Trademark Clearinghouse ("TMCH"). The TMCH is a service independent of the registry. Word marks and image marks which have a predominantly



## **.RUHR Phased Roll-out Policy**

and clearly recognisable text element are accepted here for validation. The current validation guidelines (March 2013) of the TMCH can be found at:

[http://www.trademark-clearinghouse.com/sites/default/files/files/downloads/TMCH%20guidelines%20v1.1\\_0.pdf](http://www.trademark-clearinghouse.com/sites/default/files/files/downloads/TMCH%20guidelines%20v1.1_0.pdf).

The registry is not obliged to offer any advice on this.

### **3. Trademark Claims Service**

The registry is obliged to support the Trademark Claims Service. This means that registrants who try to register a domain identical with a mark deposited in the Trademark Clearinghouse will receive an automatic notification by e-mail.

This notification contains more details on the mark involved, the classes of goods and services protected by the mark, and the territorial area of protection of the mark.

Registration of the domain involved can only be done if the registrant explicitly confirms on receipt of notification that the requested domain does not infringe and mark rights.

The registrant is further notified that the holder of the mark right involved is being informed of the registration.

### **4. Registry rights**

The Registry is entitled to reject an application at any time, if

- The application clearly does not meet the requirements of the present policy, or
- the domain applied for is already registered or reserved. The registry is entitled to exclude certain domains from registration (cf. (2) of the **.RUHR Domain Name Registration Policy**), or
- this is necessary to protect the integrity and stability of the registry system and/or the operation and/or administration of the [.RUHR] domain, or
- this is required to ensure legal action by the registry and/or comply with ICANN provisions and/or follow court or official rulings, or
- to avoid liability on the part of the registry and the associated companies, managing directors, senior executives, staff and/or subcontractors.

### **5. Domain registration**

Domains are registered in the given phase if

- the registry receives an application which has been successfully validated (if required in this phase) and the applicant meets the other conditions of the [.RUHR] policies, and
- the applicant has paid in full the fees due up to the point of registration, and



## **.RUHR Phased Roll-out Policy**

- (if required in a phase) the applicant has explicitly confirmed on notification by the TMCH that the requested domain does not infringe and mark rights.

### **6. Contents of the application**

When submitting the application to the registry or through a registrar, the applicant must provide the following information:

- the applicant's full name and, where relevant, the name of the company on whose behalf the domain is being applied for (if the applicant enters a company, the company is subsequently regarded as the applicant); and
- a full postal address (a PO Box is not acceptable), and
- an e-mail address; and
- a phone number at which the Applicant can be reached;
- the domain for which registration is being applied, and
- where necessary, the SMD filed generated by TMCH.

### **7. Submission of the application, obligations**

With submission of the complete application the applicant warrants to the registry or registrar that the information in the application is true and complete.

On application for a specific domain, the applicant explicitly warrants that the requested domain neither infringes third party rights nor violates general statute, regulations or the [.RUHR] policies.

## **III. Sunrise phase**

The following provisions apply to applications submitted to the registry during the sunrise phase through the authorised registrars. The applications must also meet the other requirements of the [.RUHR] policies.

### **8. General**

During the sunrise phase, applications for domains are received which are identical with marks validated by TMCH.

The domains are allocated on the "first come, first served" principle.

Further details are described below.



## **.RUHR Phased Roll-out Policy**

### **9. Validation of a mark by TMCH**

Applicants who have validated their mark successfully with TMCH are obliged to forward the corresponding SMD file ("**Signed Mark Data**") to the registrar for review of successful validation at TMCH.

If the applicant meets the further requirements of the registry, and if the validated mark and the desired domain are identical, this concludes the application.

### **10. Identity between domain and mark**

An application in the sunrise phase is successful if the [.RUHR] domain requested matches the mark validated and stored by TMCH.

Applications relating to [.RUHR] domains where there is no "identical match" must be rejected. The registry notes that the identical matches have been generated by TMCH, so that the registry has no influence on whether the [.RUHR] domain requested by the applicant is identical with their mark validated by TMCH. The validation guidelines of TMCH apply, and are available at [www.trademark-clearinghouse.org](http://www.trademark-clearinghouse.org).

### **11. .RUHR Sunrise Dispute Resolution Policy**

Domains which are registered during the sunrise phase can be the subject of the complaint procedure under the **.RUHR Sunrise Dispute Resolution Policy (also "SDRP")**. For details, see the policy in question.

This does not affect other legal protection mechanisms in the [.RUHR] policies and/or other dispute resolution procedures.

## **IV. Ruhr phase**

The following provisions apply to applications submitted to the Registry during the RUHR phase. The applications must also meet the other requirements of the [.RUHR] policies.

### **12. General**

During the RUHR phase, applications are accepted from companies and individuals who have a postal address or business establishment or branch in the Ruhr region.

The registry publishes a list of postal codes for this on its website at [www.dotruhr.de](http://www.dotruhr.de) defining the area "Ruhr region" for the purpose of these regulations.

During this phase domains are allocated on the "first come, first served" principle.

## **V. General availability**

The last phase describes the general availability of the remaining domain names not already allocated during the preceding phases.



## **.RUHR Phased Roll-out Policy**

From this point the domains are registered exclusively in accordance with the general [.RUHR] policies on a “first come, first served” basis. Within the first 90 days from the start of general availability, the registry will support the Trademark Claims Service (cf. II.3 above). The requirements and/or restrictions of the present policy no longer apply.

## **VI. Liability, indemnification, closing provisions**

### **13. Liability, indemnification**

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

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.

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.

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.

The applicant is obliged to indemnify the registry and all other parties involved in registration of a [.RUHR] 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 [.RUHR] domain. This covers both judicial and extrajudicial claims, if the registrant is responsible for the claims.

### **14. Other**

The sole venue for all disputes with companies arising out of and in connection with [.RUHR] is Essen. If the registry is the plaintiff, it is also entitled to choose the registered office of the registrant as venue. This does not affect the right of both parties to seek injunctive relief before the competent courts as recognised by statute. In the event of disputes with consumers, the general venues apply.

German law shall apply exclusively.

If any provision of these registration conditions should be or become invalid or contain an inadmissible period of notice or a gap, this does not affect the legal validity of the other provisions. Unless the invalidity results from a violation of §§ 305 et seq. German Civil Code (BGB) the invalid provision is deemed to be replaced by a valid provision which commercially most closely approaches the result intended by the parties. The same applies in the event of a gap. In the event of an inadmissible period of notice, the statutory period applies.



## **.RUHR Phased Roll-out Policy**

Translations of this policy are purely for information purposes. The German version is decisive.