.CAT DOMAIN NAME REGISTRATION POLICY

In order to complete the registration process you must read and agree to be bound by all terms and conditions herein.

TERMS AND CONDITIONS

1. Definitions

"You" and "Your" refers to the individual or entity that wishes to register a .CAT domain name or a defensive registration (as defined below).

"We" and "us" refers to Fundació puntCAT ("REGISTRY"), with domicile in Carrer Aribau 230-240, 7th floor, M, 08006 Barcelona (Catalonia; Spain; EU), the entity responsible for managing and operating the registry for the .CAT TLD.

"Registration Data" refers to the complete set of contact data and information that needs to be provided for the valid registration of a .cat domain name.

"Registration Policy" refers to this .CAT Domain Name Registration Policy.

"Registrar" refers to the entity submitting your .cat application on your behalf, and is accredited by Registry in order to create, modify, update and delete domain names in the ..cat database.

"ICANN" means the Internet Corporation for Assigned Names and Numbers, the entity that selected Fundació puntCAT as the Registry for .cat TLD.

2. Scope of the Agreement

2.1. This Registration Policy explains our obligations to You and Your obligations to us in relation to Your use of Our Registry services. The following types of registrations within the .cat Top Level Domain are available to qualified persons and entities:

- Registered Domain Names (ie. .cat Domain Names);

- Defensive Registrations (i.e. registrations granted to registrants which aim to prevent a third party from registering either an exact match of a trademark or any variation of a trademark, which registration will not resolve within the domain name system).

2.2. In order to register a .cat Domain Name, you declare that you are part of the Catalan Linguistic and Cultural Community in the terms specified by the .cat Registry Agreement Specification 12 that can be found at

https://www.icann.org/sites/default/files/tlds/cat/cat-agmt-html-08oct15-en.htm

incorporated to this Registration Policy by reference. In case you don't fulfill such requirement, the Registry may suspend or cancel the domain name registered after its registration.

3. Enforceability of the Policy

3.1 The registration of the domain name shall imply the acceptance of the Policy. Upon acceptance of the Policy, its terms and conditions shall be binding for both parties. You acknowledge that you are accepting this Policy through a .cat accredited registrar.

3.2 The Registry may amend this Agreement at any time, and your continued use of the domain name, understood as its presence on your name within our system, will imply acceptance of the new terms. The current version of the Agreement can be found at:

http://fundacio.cat/ca/domini/sobre-el-cat/normativa

4. Registration Data and Privacy

This Section informs You about Our processing of Your Registation Data in accordance with ICANN mandated policies, European Union's General Data Protection Regulation (GDPR) and other applicable data protection legislation.

Controllers

ICANN, We as Registry Operator and Your Registrar, and eventually Your reseller, are joint controllers (or Data Processors were specified) for Your data processing that is required to carry out Your Domain Name registration, as described in this Section. The main purposes for such processing includes, among others, domain name transfers and trades, making Your domain name resolve and making available information via the Whois service.

The role of ICANN, a California based US non-for-profit corporation, is establishing the policies on aspects including the collection and publication of data as well as to ensure that the system is secure, stable and resilient.

You can find more information about ICANN here

http://icann.org

ICANN contractually requires Us and Your Registrar to process personal data and enforce these contractual obligations, which - in part - are policies established by ICANN's multistakeholder community. ICANN also requires the contracted parties to submit reports regularly.

It is the Registrar's, and/or the resellers', role to offer domain name registrations and potentially other services to the Registrants. According to ICANN's requirements, the Registration Data is collected by the Registrar and then transferred to the Registry.

The Registry's role is to maintain a central repository of all domain name registrations and to make domain names resolve via the Domain Name System (DNS). The Registry does not offer domain name registrations directly to registrants.

You may contact us here:
Fundació puntCAT
C./ Aribau 230-240, Planta 7a, Despatx M
Barcelona (Catalunya)
Phone: +34 936 750 354
E-Mail: dpd@domini.cat

The data we collect

As a community based TLD we have specific Registration Data requirements. Registration Data must be understood as the data referred to in this Section, including all data from all contacts, as well as the intended use.

Registrars are required to collect data on the following contacts and transfer this data to Us.

- Domain Name
- Nameservers
- Registrant Name
- Registrant Organization
- Registrant Street
- Registrant City
- Registrant Postal Code
- Registrant Province
- Registrant Country
- Registrant Phone
- Registrant Phone Ext
- Registrant Fax
- Registrant Fax Ext

The same data elements for the Registrant are required from the Admin contact and Tech contact. The same data elements apply also for the Billing contact, being this one optional.

- Intended use: additionally, You must provide the intended use for your domain name

Legal Basis for the collection

The legal basis for the collection of personal information on these contacts is Art. 6.1.b) GDPR. For the Registrant and the intended use it is to perform the domain name registration in accordance with specific elegibility requirements and for post-registration validation for the contract performance purpose; for the Administrative Contact it is to be able to perform domain name management operations such as transfers, compliance and other; and for the Technical Contact it is contactability in case of technical issues.

When data of third parties is collected, e.g. where the Registrant, Admin Contact or Tech Contact is different from the person(s) the Registrar collects the data from, the Registrar is responsible for informing those third parties about the terms of this Registration policy, including all privacy related provisions.

ICANN, Registry and Registrar and, eventually, the Registrar's reseller are Data Controllers.

Transfer of data to the Registry

We also require the Registrar to transfer the data mentioned above to us. The legal basis for that is Art. 6.1.f) GDPR since we have a legitimate interest in identifying and investigating patterns of illegal behavior, help with ownership disputes and to operate a central repository of owner data.

For this processing activity, ICANN and the Registry are the Data Controllers and the Registrar is the Data Processor

Processing of data by third parties

We are using a third party Back-end Registry Service Provider (CORE Association) based in Switzerland, that is a Data Processor of Your Registration Data.

We, as Data Processors, will also pass on the data to an escrow agent as required by ICANN (Data Controller) and the data might be transferred to an Emergency Backend Operator (EBERO) appointed by ICANN in case of Registry failure.

Disclosure of data

We will not publish personal data on the whois or otherwise disclose your Registration Data to third party apart from the domain name as such except in the cases referred in the following paragraph.

Disclosure of personal data will only occur if there is an established legal basis for such disclosure based on a case-by-case assessment. The legal basis for such disclosure might be Art. 6.1.b) (in case of URDP and URS), Art. 6.1.c) (in case of requests by competent authorities) or Art. 6.1.f) (based on a legitimate third party interest).

In the absence of an accreditation model adopted by ICANN, all disclosure requests will be assessed individually by the Registry.

Retention of data

Registration data is deleted without undue delay if and to the extent that the purpose of data collection has been reached or ceases to exist. The data processed by us will be deleted at the latest after expiry of statutory retention periods. We adhere to the requirements of Articles 17 and 18 GDPR.

Please note that there might be retention periods required by ICANN. The registration data might need to be stored for a period of one (1) year after the end of the domain name registration by the parties involved.

Rights

The following rights can be claimed against the controller:

- Right of access by the data subject. Art. 15 GDPR
- Right to rectification. Art. 16 GDPR. Modifications shall be requested to your Registrar of record or Your reseller as the Registry can not perform such modification on its own.
- Right to erasure ('right to be forgotten'). Art. 17 GDPR Be aware that the request to erase your Data may cause the deletion of your Domain Name.
- Right to restriction of processing. Art. 18 GDPR
- Right to data portability. Art. 20 GDPR
- Right to object. Art. 21 GDPR

You have the right to lodge a complaint with a supervisory authority about the processing of personal data by the controller.

Data accuracy

You shall immediately correct and update any incorrect or inaccurate Registration Data during the term of the domain name registration.

Registration Data handling

We will only process Your Registration Data according to applicable data protection legislation and will take all technical and organizational measures to protect Your Registration Data from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.

5. Agents

You agree that if this Policy is accepted by anyone on your behalf, acting as your agent, you are nonetheless bound as a principal by all terms and conditions provided herein, including the dispute-resolution policy procedures.

6. Syntactic norms

You agree that the Registered Domain Name shall be in accordance with the syntactic norms established by ICANN, and shall not consist of any of the reserved names established by us. You acknowledge that a domain name registered against the syntactic norms or the reserved names may be cancelled. We will not be liable in any case for such cancellation.

7. Dispute Policies

You agree that, if Your use of Our domain name registration services is challenged by a third party, You will be subject to proceedings commenced under the Eligibility Requirements Dispute Resolution Policy ("ERDRP"), as well as to all those other Resolution Policies determined by the Registry. These policies are incorporated to this Agreement by reference and can be found at:

http://fundacio.cat/ca/domini/sobre-el-cat/normativa

You agree to accept the decisions issued in connection with the domain name or defensive registration as a consequence of the proceedings commenced under the Eligibility Requirements Dispute Resolution Policy ("ERDRP"), as well as to all those other Resolution Policies determined by the Registry, including the eventual blockage or cancellation of the domain name or the defensive registration. Theses policies may be subject to modifications.

You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and Uniform Rapid Suspension (URS). The UDRP is incorporated to this Agreement by reference and can be found at:

http://www.icann.org

This policy is subject to modifications.

You agree that in the event a Registered Domain Name or a Defensive Registration dispute arises with any third party, You will indemnify and hold Us and Your Registrar harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of Our domain name registration services, You agree not to make any changes to your domain name or defensive registration record without our prior approval. We may not allow You to make changes to such domain name record until

    i   we are directed to do so by the judicial or administrative body, or

    ii   we receive notification by you and the other party contesting your registration that the dispute has been settled.

8. Breach of the Policy

You agree that your failure to abide by any provision of this Policy, any Registry operating rule or policy or your willful provision of inaccurate or unreliable information as part of the registration process, or your failure to update your Registration Data or to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from Us concerning the accuracy of the details associated with Your domain name registration or defensive registration may be considered by Us to be a material breach of this Agreement and that we may provide a written notice, describing the breach, to you.

If within fifteen (15) calendar days of the date of such notice, you fail to provide reasonable evidence that you have not breached your obligations under this Policy, then we may delete the registration or reservation of Your domain name or defensive registration and/or terminate the other services you are using from Us without further notice.

We will not refund any fees paid by You if any of Our actions is due to Your breach. Any such breach by You shall not be deemed to be excused simply because we did not act earlier in response to that or any other breach by You.

9. Cancellation and Suspension of the Domain Name

9.1. You agree to comply with the requirements set forth by Registry in order to register a .cat domain name. These requirements are incorporated to this Agreement by reference and can be found at:

http://fundacio.cat/ca/domini/sobre-el-cat/normativa

In case you do not meet said requirements or use the domain name for illegal purposes including, without limitation, speculative registration, use in bad faith or aimed at harming third-parties' rights, deviation from the intend of use declared by You at the moment of registering the domain name, massive transmission of unsolicited electronic communications ("spam") or any other illegal use, You agree that the domain name used for such purposes may be cancelled by the Registry.

9.2. You acknowledge that

  i.   if you willfully provide inaccurate or unreliable information or willfully fail to update information promptly; and

  ii. if you fail to follow the policies of use established by ICANN and REGISTRY.

this will constitute a material breach of this Agreement and that it will entitle us to cause the cancellation of your registration.

9.3. You understand and accept that your domain name registration may be cancelled, suspended or transferred pursuant to any ICANN adopted specification or policy or pursuant to any Registrar or Registry procedure not inconsistent with an ICANN adopted specification

i. to correct mistakes in registering the domain name, including but not limited to, the cancellation, within forty five (45) days from registration, of your domain name when its registration has taken place as a result of a previous erroneous cancellation; or

ii. for the resolution of disputes concerning the domain name.

9.4. You understand and accept that Registry may cause the cancellation or transfer of Your registration that it deems necessary, in its discretion, to protect the stability or the Registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or to avoid any liability, civil or criminal.

You understand that we will have to cause the cancellation of your domain name registration or defensive registration if we receive a notification to that effect issued by a competent authority under the relevant applicable laws.

10. Internationalized Domain Names (IDNs)

10.1 You agree that in case you register a name with any special character allowed by Registry (à; ç; é; è; í; ï; l·l; ó; ò; ú; ü) you will be also registering the ASCII equivalent (i.e., without those special characters. Both domains will be tied in all respects (contacts, servers, use). But you will be charged only for the price of one domain.

10.2 You acknowledge that Internationalized Domain Names are still in an experimental stage and that not all browsers or other Internet applications support them yet. Registry might decide in the future to unbundle both versions(ASCII and IDN) of your domain, and start charging for each of them separately at the subsequent renewal.

11. Disclaimer of Warranties

We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that our service(s) will meet your requirements, or that the service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the service(s) or as to the accuracy or reliability of any information obtained through our service(s). You understand and agree that any material and/or data downloaded or otherwise obtained through the use of our service(s) is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. we make no warranty regarding any goods or services purchased or obtained through any of our services or any transactions entered into through such services. No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly made herein. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you.

12. Limitation of Liability

12.1. You accept that we shall not be liable to You for:

i.   any loss of registration of a domain name or defensive registration for whatever reason not due to our negligence or willful misconduct;

ii. access delays, system errors or failures or interruptions to our registry system;

iii. non-delivery or misdelivery of data between you and us;

iv. events beyond our reasonable control;

v.   events produced pursuant to the instructions received from ICANN;

vi. the application of any of the dispute policies.

12.2. In no event shall our liability arising out of this Policy or the claim of any third party exceed the amounts effectively paid by You to Your Registrar for the registration of the relevant .cat Domain name or Defensive Registration. In no event shall We have any liability for any indirect, incidental, special or consequential damages, however caused and on any theory of liability, including but not limited to loss of anticipated profits, even if it has been advised of the possibility of such damages.

13. Indemnity

13.1. You represent and warrant to Us that to the best of your knowledge neither the registration of the domain name or the defensive registration or the manner in which it is directly or indirectly used infringes the legal rights of any third parties.

13.2. You shall indemnify and hold harmless Registre and its directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to your domain name registration, defensive registration or use thereof. This indemnification is in addition to any indemnification required under the dispute policies.

14. Applicable Law & Jurisdiction

14.1. This Policy shall be governed by the laws of Catalonia and the Kingdom of Spain.

14.2. Any claim, dispute or other matter in question with respect to or arising under this Policy or the breach thereof shall be decided by either the Courts of your domicile, as indicated in our Whois database at the time of submission of the claim, or the courts of Our registered domicile (Barcelona).

15. General

15.1. This Policy contains the regulatory framework for the registration of .cat domain names and there are no other promises or conditions except for the documents expressly incorporated by reference. This Policy supersedes any prior Policy or Agreement between You and Us.

15.2. If any provision of this Policy shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Policy is invalid or unenforceable, but that by limiting

such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.