

.BARCELONA – Terms and Conditions

In addition to your registration and/or reseller agreement, the TLDs Registry-Registrar Agreement (“RRA”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration and/or reseller agreement and the terms set out here, the RRA terms shall prevail.

1. Data about identified or identifiable natural persons (“Personal Data”) submitted to the Fundació puntCAT System by Registrar under this Agreement will be collected and used by the Fundació puntCAT for the purposes of providing Fundació puntCAT Services as defined in the Fundació puntCAT Agreement with ICANN (including but not limited to publication of registration data in the directory services, also known as “Whois” or RDDS”). Fundació puntCAT shall not use or authorise the use of Personal Data in any way that is incompatible with such purposes. Fundació puntCAT will not assign the data to any third party. When required by ICANN, however, Fundació puntCAT may make Personal Data available to ICANN or the relevant authorities for inspection.

2. Registrant must consent to the collection and use of Personal Data described in Section 1. above. With respect to third-party individuals whose Personal Data is provided by the Registrant to the Fundació puntCAT System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by the Fundació puntCAT of their Personal Data.

3. Registrants must comply with and oblige with Registry Policies adopted by Registry. Specifically, this is incorporated in electronic or paper Registration Agreement with the Registrants the text or at least a link to the Fundació puntCAT Policies, which Registrants must accept prior to registration. The complete set of the .barcelona TLD Fundació puntCAT Policies (including Launch Policies, Registration Policy, Sunrise Dispute Resolution Policy and Eligibility and Reconsideration Dispute Resolution Policies) are available at: <http://fundacio.cat/ca/domini/sobre-el-cat/normativa>

4. Registrants must expressly agree in the Registration Agreement that Fundació puntCAT and Fundació puntCAT service providers acting on behalf of Fundació puntCAT reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- a) Protect the integrity, security, and stability of Fundació puntCAT’s System;
- b) Comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
- c) Avoid any liability of Fundació puntCAT, its affiliates, members, subsidiaries, officers, directors, and employees;
- d) Stop or prevent any violations of any terms and conditions of this Agreement;
- e) Correct mistakes made by Fundació puntCAT, Fundació puntCAT service providers or any registrar in relation to a domain name registration; and

f) Ensure compliance with ICANN and/or Fundació puntCAT Policies.

5. Registrants must agree to immediately correct and update the registration information for the registered name during the registration term.

6. Registrants must adhere and comply with all applicable ICANN or Fundació puntCAT mandated policies and procedures for resolution of disputes concerning domain names registered in the Fundació puntCAT System.

7. Registrants are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. Registrar must also provide Registrant with a description of potential consequences for such activities, including suspension of the domain name.

8. Fundació puntCAT is a third party beneficiary of the Registration Agreement. Registrar acknowledges that Fundació puntCAT is a third party beneficiary of the Registration Agreement, entitled to enforce the rights vested by the policy compliance provisions of the Registration Agreement. Fundació puntCAT shall in no case benefit from this provision to engage the registrar's customers for domain name registration marketing oriented activities.