

.CAT – Terms and Conditions

In addition to your registration and/or reseller agreement, the Fundació puntCAT 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 Registry System by Registrar under this Agreement will be collected and used by the Registry for the purposes of providing Registry Services as defined in the Registry Agreement with ICANN (including but not limited to publication of registration data in the directory services, also known as “Whois” or “RDDS”). Registry shall not use or authorise the use of Personal Data in any way that is incompatible with such purposes. Registry will not assign the data to any third party. When required by ICANN, however, Registry may make Personal Data available to ICANN or the relevant authorities for inspection.
2. Registrar must obtain the express consent of each Registrant for 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 Registry System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by the Registry of their Personal Data.
3. Registrants are obliged to adhere and comply with Registry Policies adopted by Registry. Specifically, Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registry Policies, which Registrants must accept prior to registration. Registrar will provide such Registry Policies in English, as well as in those languages specified in Appendix 1.
4. Registrant is required to acknowledge and agree that :
 - (i) Registrant is fully responsible for the registration and use of the registered domain name; and that
 - (ii) Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless Registry, Registry’s service providers, as well as Registry directors, officers and employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Registrant’s domain name registration and/or use.
5. Registrants are obliged still to expressly agree in the Registration Agreement that Registry and Registry service providers acting on behalf of Registry 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 the Registry 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 Registry, 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 Registry, Registry service providers or any registrar in relation to a domain name registration; and
- f) ensure compliance with ICANN and/or Registry Policies.

6. Registrants are required to immediately correct and update the registration information for the registered name during the registration term.
7. Registrants are required to adhere and comply with all applicable ICANN or Registry mandated policies and procedures for resolution of disputes concerning domain names registered in the Registry System.
8. 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.
9. Registry as Third-Party Beneficiary. Registry is a third party beneficiary of the Registration Agreement. Registrar acknowledges that Registry is a third party beneficiary of the Registration Agreement, entitled to enforce the rights vested by the policy compliance provisions of the Registration Agreement.
10. Verification of Compliance:

a) Upon notice and request from Registry, Registrar shall provide within seven (7) business days copies of the Registration Agreements or evidence of its acceptance by any of the Registrants.

b) Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Registration Agreement referred to in this Section. Registrar must ensure that registrant accepts the Terms and Conditions of the .cat Registry, including ICANN mandated Policies and .cat Registration Policies.