.MADRID – 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. Personal Data submitted to the Registry System by Registrar under this Agreement will be collected and used by the Comunidad de Madrid 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”). Comunidad de Madrid shall not use or authorize 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 Operator 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 Registry System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by Comunidad de Madrid 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 Comunidad de Madrid Policies, which Registrants must accept prior to registration. The complete set of the .madrid TLD Comunidad de Madrid Policies (including Launch Policies, Registration Policy) are available at https://dominio.madrid/en

4. Registrants must expressly agree in the Registration Agreement that Comunidad de Madrid and Comunidad de Madrid service providers acting on behalf of Comunidad de Madrid 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 Comunidad de Madrid, 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 Comunidad de Madrid, Comunidad de Madrid service providers or any registrar in relation to a domain name registration; and

   f) ensure compliance with ICANN and/or Registry 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 Comunidad de Madrid mandated policies and procedures for resolution of disputes concerning domain names registered in the Comunidad de Madrid.

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