

.CAT DOMAIN REGISTRATION POLICY

In order to complete the registration process, you must read and accept all of the following

TERMS AND CONDITIONS

1. Definitions

- “Registration Data” refers to the set of personal data and information that must be provided to the Registry in order to validly register a .cat domain name.
- “ICANN” means the Internet Corporation for Assigned Names and Numbers, the entity that has selected Accent Obert as the Registry for the .cat TLD (top-level domain).
- “Domain Name” refers to the domain name registered by the Registrant.
- “Registration Policy” refers to this .cat Domain Name Registration Policy.
- “We” and “Our” refer to Accent Obert (entity registered as Fundació puntCAT, hereinafter, the “Registry”), with registered office at Plaça Nova 5, 7th floor, 08002, Barcelona (Catalonia, Spain, EU), the entity responsible for managing and operating the .cat TLD registry.
- “Defensive Registration” refers to the registration modality that allows a name to be blocked in order to prevent its registration by third parties.
- “Registry” means Us, Accent Obert, as the entity that manages the .cat TLD.
- “Registrar” refers to the entity that submits the .cat application on your behalf and is accredited by the Registry to create, modify, update, and delete domain names in the .cat database.
- “Registrant” refers to the person recorded in our database as the registrant of a specific domain name or Defensive Registration.
- “TLD” means Top-Level Domain. In our case, the TLD is “.cat”.
- “You” and “Your” refer to the individual or entity that wishes to register a .cat domain name or a Defensive Registration (as defined below).

2. Scope of the Registration Policy

2.1. This Registration Policy sets out Our obligations towards You and Your obligations towards 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 (i.e., .cat Domain Names);
- Defensive Registrations (i.e., registrations granted to Registrants, the purpose of which is to prevent a third party from registering a registered trademark that is exactly identical to, or any variation of, a registered trademark, the registration of which will not resolve within the domain name system).

2.2. To register a .cat domain name, you declare that you are part of the Catalan linguistic and cultural community under the terms specified in Specification 12 of the agreement with ICANN, which can be found at:

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

and which are incorporated into this Policy by reference. If you do not comply with what is stipulated therein, the Registry may suspend or cancel the registered domain name after its registration.

3. Compliance with the Policy

3.1 Registration of the Domain Name implies acceptance of this Policy. After acceptance, these Terms and Conditions shall be binding on both parties. You certify that you accept this Policy through an accredited .cat Registrar.

3.2 The Registry may amend this Policy at any time, and your continued use of the domain name—understood as the presence of your Name within our system—shall constitute acceptance of the new conditions. The most up-to-date version of the Policy can be found at:

https://domini.cat/documents/Normativa_Registre_Domini.cat_eng.pdf

4. Registration Data and Privacy

This Section informs you about the processing of your Registration Data in accordance with ICANN policies, the European Union General Data Protection Regulation (GDPR), Organic Law 3/2018 of 5 December on the protection of personal data and guarantee of digital rights, as well as any other applicable regulations.

Responsible parties

ICANN, the Registry, your Registrar and, where applicable, your reseller, are the joint responsible parties (or Processors, where applicable) of the processing of your

Registration Data, as described in this Section. The main purposes of the processing include, among others, maintaining the operation of your Domain Name, its possible transfer, and the information necessary for data directory tools (commonly known as Whois).

The role of ICANN, a non-profit entity based in California, United States, is to establish the policies affecting the processing and publication of your Data, as well as to regulate and ensure that the Domain Name System is secure and stable.

More information about ICANN can be found here:

<http://icann.org>

ICANN contractually requires both Us and your Registrar to process your Personal Data and to apply the policies governing these obligations, which are in part policies established by the ICANN community. ICANN also requires regular compliance information from all contractually involved parties regarding adherence to these policies.

The role of the Registrar, or where applicable the reseller, is to provide Domain Name Registrants with domain name registration and other related services. In accordance with ICANN requirements, Registration Data must be processed by the Registrar and subsequently transferred to the Registry.

The role of the Registry is to maintain the central repository of all .cat Domain Name registrations and to enable the resolution of these names in the Domain Name System (DNS). The Registry does not provide Domain Name registrations directly.

You may contact us here:

Accent Obert

Plaça Nova 5, 7a planta

Barcelona (Catalunya)

+34 936 750 354

legal@domini.cat

The data we process. Registration Data

As a community TLD, we have specific provisions regarding your Registration Data. Registration Data consists of the set of data contained in this Section, including the data of all contacts, as well as the intended use.

Registrars collect the following data and then transfer it to Us:

- Domain Name

- Name variants (if any)
- Name Servers
- Registrant Name
- Organization (if any)
- Street
- City
- Postal Code
- Province
- State
- Phone number
- Telephone extension (if the Registrar collects this information)
- Fax (if the Registrar collects this information)
- Fax extension (if the Registrar collects this information)
- Registrant email

Registrars must also transfer to us (if collected) the following data associated with the domain's Technical Contact:

- Technical Contact Name
- Phone number
- Email

The following two fields are not part of the Registration Data as defined by ICANN; however, it is mandatory for the Registrar to request them during the registration process and mandatory for Domain Name Registrants to provide them truthfully and accurately:

- Intended use: you must provide the intended use for your Domain Name.
- Natural or legal person: you must indicate the nature of the registrant.

Legal basis for data processing

The legal basis for processing your Data is Article 6(1)(b) GDPR. For the domain Registrant, the intended use and the nature of the domain Registrant, the legal basis is the performance of the Domain Name Registration Policy in accordance with the specific

eligibility requirements and post-registration validation; for the Technical Contact, it is to enable contact for technical reasons.

When third-party data is collected, e.g., when the Registrant and the Technical Contact are different from the person or persons who provide the data to the Registrar, the Registrar is responsible for informing those third parties about the elements of this Policy, including the privacy provisions.

ICANN, the Registry, the Registrar and, where applicable, the reseller are Responsible parties of the data.

Accuracy and truthfulness of data

The Registry requires that .cat Domain Name registrations be carried out using truthful and accurate data, expressly prohibiting any registration method that anonymizes the Registration Data during the registration process (or at any time the Domain Name is active), or that uses intermediaries enabling the registration of Domain Names without the Registration Data of the true Domain Name Registrants being recorded in the Registrant database maintained by the Registry.

The legal basis for requiring Domain Name registration using the real data of Domain Name Registrants is, on the one hand, Article 6(1)(d) GDPR.

First, pursuant to the provisions of Article 28 of Directive (EU) 2022/2555, and the rule transposing it into the Spanish legal system, an obligation is established for Domain Name Registries to have accurate and complete data associated with the Registrants of registered Domain Names, so that identification of, and contact with, such Registrants is possible.

Additionally, Domain Name Registrants must accept this Registration Policy during the process of registering a Domain Name. This Policy establishes the need for the Registry to have the data of the real domain registrants in order to enforce any provisions of the Registration Policy that involve direct contact and verification of the identity of the Domain Name Registrant. In this regard, the legal basis is Article 6(1)(b) GDPR.

Transfer of data to the Registry

We also require the Registrar to transfer the data set out in the previous section. The legal basis for this is Article 6(1)(f) GDPR, as we have a legitimate interest in identifying and investigating patterns of conduct that may breach the policy, providing information in relation to disputes over domain ownership, and operating a central repository of registrants' data.

For this processing activity, ICANN and the Registry are the Responsible Parties, and the Registrar is the Processor.

Processing of data by third parties

We use the services of CORE Association (an entity based in Switzerland) as the back-end technical services provider for the domain Registry, acting as a Processor for the processing of your Data.

The Registry also acts as a Processor for your Data in order to transmit it to an escrow agent (Escrow Agent) as required by ICANN (Controller), and the data may be transferred to an Emergency Back-End Registry Operator (EBERO) designated by ICANN in the event of suspension of the Registry's activities.

Publication of data

The Registry will not publish your Data in data directory services, nor will it make it public, except where required to do so by a legal obligation.

The transfer of your data will only take place where there is a sufficient legal basis for such transfer, which will be assessed on a case-by-case basis. The legal basis may be Article 6(1)(b) GDPR (in the case of UDRP or URS), Article 6(1)(c) GDPR (in the case of requests from competent public authorities), or Article 6(1)(f) GDPR (legitimate interest of a third party).

Until ICANN adopts an accreditation model to handle requests, all requests will be handled individually by the Registry.

Data retention period

Registration Data will be deleted once the purpose for which it was processed is no longer applicable. Data processed by the Registry will be deleted once the retention periods imposed by law have expired. The Registry shall comply with Articles 17 and 18 GDPR.

ICANN may impose some of these retention periods. Registration Data may need to be retained for a period of one (1) year after the domain has been deleted.

Rights

You may exercise the following rights:

- Right of access of the data subject. Article 15 GDPR;
- Right to rectification. Article 16 GDPR. Changes may be requested from your Registrar or, where applicable, your reseller, as the Registry cannot carry out this rectification itself;
- Right to erasure. Article 17 GDPR. Erasure of the data may result in the cancellation of your Domain;

- Right to restriction of processing. Article 18 GDPR;
- Right to data portability. Article 20 GDPR;
- Right to object. Article 21 GDPR.

You have the right to lodge a complaint with the Data Protection Authority regarding the processing we may carry out of your Data.

Correction of your Data

You undertake to correct and update your Data immediately during the registration period of your Domain Name if at any time it ceases to be correct.

Processing of your Data

We will only process your Data in accordance with the applicable data protection legislation and will adopt all technical and organizational measures to protect your Data against possible loss, misuse, unauthorized access, modification or disclosure, and deletion. We will also adopt any security measures required by law.

5. Agents

You agree that, even if any person accepts this Policy on your behalf, acting as an agent, notwithstanding the prohibitions established in relation to the registration of .cat domain names through anonymization or proxy/interposition services, in any event you will be considered the principal party under all the Terms and Conditions set out herein, including the dispute resolution policy.

6. Syntax policy

You agree that the Registered Domain Name complies with the syntactic rules established by ICANN and that it is not composed of any of the reserved names established by us. You agree that a registered domain name that contravenes the syntactic rules or the reserved names may be cancelled. In no event shall we be liable for such cancellation.

7. Dispute Resolution

You agree to submit to proceedings initiated under ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP) and under ICANN's Uniform Rapid Suspension System

(URS). The UDRP and the URS are incorporated into this Policy by reference and can be found at:

<http://www.icann.org>

These policies are subject to change.

You agree that, in the event of a conflict involving a Registered Domain Name or a Defensive Registration with a third party, you will indemnify and hold harmless Us and the Registrar, in accordance with the terms and conditions set forth below. If we are notified that a complaint has been filed before a judicial or administrative body in relation to your use of our domain name registration services, you undertake not to make changes to the Registration Data of your Domain Name or Defensive Registration without our prior consent. We may refuse to authorize changes to the domain name until:

- i. the relevant judicial or administrative body so orders; or
- ii. we receive notice from you and from the other party that has challenged your registration stating that the dispute has been resolved.

8. Breach of the Policy

You agree that the breach of any provision of this Policy, any rule or operational standard of the Registry, or the deliberate provision of erroneous or unreliable Registration Data as part of the registration process, as well as the failure to update your Registration Data so that it remains current, complete, and accurate, or failure to respond within fifteen (15) calendar days to our request for information regarding the correction of the details associated with the registration of your Domain Name or Defensive Registration, may be considered by Us as sufficient grounds to constitute a breach of this Policy.

In such case, we will send you a written notice describing the breach detected. If, within fifteen (15) calendar days from the date of this notice, you do not provide us with reasonable evidence demonstrating that you have not breached the obligations under this Policy, we may proceed to suspend and/or cancel your registration of the Domain Name or Defensive Registration and/or terminate the other Registry services you use, without prior notice.

No amounts paid will be refunded if these actions result from your breach. No such breach on your part will be waived merely because we do not react immediately in response to that breach or to any other breach on your part.

9. Cancellation and Suspension of the Domain Name

9.1. You agree to comply with the requirements set out by the Registry in order to register a .cat Domain Name. These requirements are incorporated into this Policy by reference and can be found at:

<https://domini.cat/normativa-del-domini-cat/>

In the event of non-compliance with the aforementioned requirements or use of the Domain Name for unlawful purposes, including, among others, speculative registration, bad-faith use or use intended to harm the rights of third parties, deviation from the intended use declared at the time of registering the domain name, mass transmission of unsolicited electronic communications ("spam" or junk mail), or any other unlawful use, you agree that the Registry may cancel the domain name used for such purposes.

9.2. You acknowledge that:

- i. if you deliberately provide inaccurate or incorrect information, or intentionally fail to update the information without delay; and/or
- ii. you do not follow the rules of use established by ICANN and the Registry,

this will constitute a material breach of this Policy, which will allow us to cancel your registration.

9.3. You understand and agree that the registration of your Domain Name may be cancelled, suspended, or transferred in accordance with any specification or policy adopted by ICANN, or pursuant to any Registrar or registration procedure corresponding to a specification adopted by ICANN:

- i. to correct errors made during the registration of the domain name, including, among other things, cancellation of the domain name within forty-five (45) days from the time of registration, where such registration took place as a result of an erroneous prior deletion; or
- ii. for the resolution of disputes concerning the domain name.

9.4. You understand and agree that the Registry may carry out the suspension, cancellation, or transfer of your registration if it deems it necessary, at its discretion, in order to protect the stability of the Registry, to comply with any applicable law, rules or governmental requirements, requests for intervention by administrative authorities, or to avoid any liability, whether civil or criminal.

You understand that we must carry out the suspension and/or cancellation of the registration of your Domain Name or Defensive Registration if we receive a notice to that effect issued by a competent authority pursuant to the relevant applicable law.

10. Internationalized Domain Names (IDN)

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

10.2 You acknowledge that these Internationalized Domain Names are still at an experimental stage and are not yet recognized by all browsers or other Internet applications. The Registry may decide in the future to separate the two versions (ASCII and IDN) of your domain and begin charging for each of them separately at the time of subsequent renewal.

11. Disclaimer of Warranties

We 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 of third-party rights. We do not warrant that our service(s) will meet your requirements, or that such service(s) will be uninterrupted, timely, secure, or error-free; nor do we provide any warranty as to the results that may be obtained from the use of our 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 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 resulting from the download of such material and/or data. We provide no warranty with respect to any articles or services purchased or obtained through any of our services or any transaction entered into through those services. No advice or information, whether oral or written, obtained from us shall create any warranty not expressly stated in this Agreement. To the extent that certain jurisdictions do not allow the exclusion of certain warranties, some of the exclusions above may not apply to you.

12. Limitation of Liability

12.1. You agree that we are not liable for:

- i. any loss of registration of a Domain Name or Defensive Registration for any reason other than our negligence or willful misconduct;
- ii. access delays, system errors, failures, or interruptions in our registration system;
- iii. failure of delivery or misdelivery of data between you and us;
- iv. events beyond our reasonable control;
- v. events occurring as a result of instructions received from ICANN;
- vi. the application of any dispute resolution policies.

12.2. In no event shall any liability arising from this Policy or any third-party claim exceed the amounts you have actually paid to your Registrar to register the relevant .cat Domain Name or Defensive Registration. In no event shall we have any liability for any indirect, incidental, or consequential damages, of whatever kind and under any theory of liability, including, among others, loss of expected profits, even if advised of the possibility of such damages.

13. Indemnification

13.1. You represent and warrant that, to the best of your knowledge, neither the registration of the Domain Name or the Defensive Registration, nor the manner in which it is used directly or indirectly, infringes the legal rights of any third party.

13.2. You will indemnify and hold harmless the Registry and its directors, officers, employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) that may arise out of or relate to the registration of your domain name, Defensive Registration, or the use thereof. This indemnification is in addition to any indemnification required under the dispute resolution policies.

14. Applicable Law and Jurisdiction

14.1. This Policy is governed by the laws of Catalonia and the Spanish State.

14.2. Any claim, dispute, or other matter relating to or arising from this Policy, or its breach, shall be resolved by the courts determined by law.

15. General

15.1. This Policy constitutes the regulatory framework for the registration of .cat Domain Names, and there are no other agreements or conditions except for the documents expressly incorporated by reference. This Policy replaces any prior Policy or rules that governed the relationship between You and Us.

15.2. If any Section of this Policy is declared null or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Policy is null or unenforceable, that provision may be drafted, interpreted, and enforced as so limited.