

ANNEX .CAT - SPECIAL CONDITIONS FOR THE .CAT TLD

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In addition to Gandi's Domain name registration contract, the registration and use of a .CAT domain name implies the acceptance of and compliance to the present special conditions contained herein.

All legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in Our [Domain name registration contract](#). Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Article .CAT.1. Naming organization

.CAT is an extension reserved for people promoting the Catalan language and culture.

The entities involved in naming organization for .CAT are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
Fundacio puntCAT: <https://domini.cat/en>
- Registry technical operator:
Core Association: <https://corenic.org>
- Registrar:
Gandi: <http://gandi.net>

You can view the information and special rules of each entity involved by clicking on the respective links.

Section .CAT.2. Registration policies

When You apply to register a .CAT domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .CAT domain names, as defined by ICANN and Fundacio puntCAT, and which may be viewed at the following pages:

- Rules of the .cat domain:
<https://domini.cat/en/rules-of-the-cat-domain>
- Privacy policy:
<https://domini.cat/en/privacy-policy>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .CAT Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

Registry is a third party beneficiary of the present contract entitled to enforce the rights vested by the the present contract.

The contract between ICANN and the .CAT Registry is available at the following address:

<http://www.icann.org/en/about/agreements/registries/cat>

Section .CAT.3. Special requirements

.CAT special requirements are available on:

<http://www.gandi.net/domain/cat/info>

.CAT domain names are open to anyone that meets the following eligibility criteria:

- You must develop activities (in any language) that promote the Catalan language and culture,
- **You will publish a website on the internet, within 6 months following Your .CAT domain name registration, which must be fully or partly in Catalan language.**

We do not and shall not verify beforehand whether or not a .CAT domain name is registered and used in accordance with the aforementioned eligibility restrictions. The fact that You may register Your domain name via Our service does not presuppose that You have abided by these conditions; Gandi cannot be held liable for any consequences thereof.

No alleged infringement of these restriction conditions shall be directly rectified either by Gandi or the Registry. Rather, they may be sanctioned through the ".cat ERDRP" process (section 6), such as described on Domini Punt Cat's website, that You agree to fully comply with.

Section .CAT.4. Reserved names

Some words are reserved or prohibited, in particular:

- <http://www.icann.org/en/about/agreements/registries/####>
(specification 5. schedule of reserved names)
- some words are reserved, in particular the ICANN-reserved names,
 - Gandi does not provide « Defensive Registration » services.

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may suspend and/or delete Your domain name.

Section .CAT.5. Registration term

The registration term is 1 up to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared before the Expiration date.

Section .CAT.6. Pricing

Our prices can be viewed on:

<https://www.gandi.net/domain/price/detail/cat/>

Section .CAT.7. Personal data

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public [Whois](#) database if applicable, modification and other processing of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .CAT.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), ERDRP (Eligibility Requirements Dispute Resolution Policy) and URS for .CAT domain names, and a mediation policy, that You agree fully abide by:

<https://domini.cat/en/rules-of-the-cat-domain> (2. Conflict resolution procedures).

You may view general documentation on the UDRP procedure at the following addresses:

ICANN domain name dispute resolution policies:

<http://www.icann.org/udrp>

Explanations: <http://www.icann.org/en/udrp/udrp.htm>

Policy: <http://www.icann.org/en/dndr/udrp/policy.htm>

Rules: <http://www.icann.org/dndr/udrp/uniform-rules.htm>

Dispute Resolution Service Providers:

<http://www.icann.org/en/dndr/udrp/approved-providers.htm>

You may view general documentation on the ERDRP procedure at the following address:

<https://www.icann.org/resources/pages/dndr-2012-02-25-en#erdrp>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

Section .CAT.9. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

Section .CAT.10. Ownership change

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the Expiration date.

Section .CAT.11. Deletion process

Upon the Expiration of the domain name, We suspend (Hold) the domain name for 44 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain name goes into Redemption Period for an additional 30 days. It can only be restored during this period in

accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

Section .CAT.12. Registrant obligations

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may suspend and/or delete Your domain name.

You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry and its subcontractors, and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, the registration of Your domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .CAT.13. Rights of the Registry

You acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold (suspension), or similar status as it deems necessary, in its unlimited and sole discretion:

- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

-end of annex .CAT-