

# .barcelona Registration Policy

## Definitions

This Registration Policy sets forth the terms and conditions, which govern .barcelona domain name registrations. In this Registration Policy:

- a) “Registrant”, “You” and “Your” refers to the individual or entity which applies for or wishes to register a .barcelona domain name.
- b) “Registry Operator”, “We”, “Us” and “Our” refers to the City of Barcelona, as entity responsible for operating the .barcelona Top Level Domain, regardless of whether acting directly or through an authorised agent.
- c) “ICANN” means the Internet Corporation for Assigned Names and Numbers.

## 1. Acceptance of this Registration Policy

1.1 By applying to register a .barcelona domain name, or by asking to maintain or renew Your domain name, You agree to be legally bound by:

- a) This Registration Policy set forth by the City Council of Barcelona and Fundació puntCAT, as amended from time to time;
- b) The Registration Agreement provided by the sponsoring registrar through which you applied for a .barcelona domain name; and
- c) Any other policies mandated by ICANN from time to time.

1.2 You hereby represent and warrant to Us that the statements that you made in Your Registration Agreement with the registrar sponsoring Your .barcelona domain name are complete and accurate.

1.3 You agree and acknowledge that it is Your sole responsibility to determine whether Your .barcelona domain name registration and its use complies with this Registration Policy.

1.4 Your .barcelona domain name shall be in accordance with the syntax norms established by ICANN and by Us, and shall not consist of any of the reserved names established by Us. You acknowledge that a domain name registered against the syntax norms, the reserved names, or this Registration Policy may be cancelled without a refund. We will not be liable in any case for such cancellation.

1.5 We cannot guarantee that You will obtain a desired domain name, even if an inquiry indicates that such domain name is available at the time of Your application.

1.6 You acknowledge and agree that registration of Your chosen .barcelona domain name does not confer immunity from objection to the registration or use of the domain name, as set forth in Clause 5 below.

## 2. Eligibility Requirements

2.1 Nexus with the .barcelona community. To register and renew a .barcelona domain name You must be an individual or a legal entity with a nexus to the .barcelona community. This nexus means that you must be linked to the community at the time of registration and thereafter on a linguistic, cultural, tourism, commercial basis, or any other activity conducive to the welfare of the .barcelona community. Registrants are required to state the intended use for the registered domain name. A false statement of intended use is an indication of bad faith and may be the basis for the suspension of the domain name.

2.2 Geographic Names. You must not register geographical names for any subdivision of the area of influence of Barcelona, local landmarks, and other locally-relevant and iconic names in the area of influence of Barcelona, including clear variations and abbreviations thereof.

2.3 Names of Public Authorities and Public Services. You must not register:

- a) Names of Public Authorities at any level with competence over the area of influence of Barcelona according to applicable local law, including any clear variations and abbreviations thereof and other terms in common use to describe them (e.g. ajuntament.barcelona); and
- b) Names directly related to public service or public interest for which Public Administrations in the area of influence of Barcelona have specific responsibilities. These would include at least the following services: public order and public security, public affairs and institutional relations, public health, taxation, economic development and promotion, public utilities, transportation, urban planning and environmental protection, culture and education, citizen participation

and tourism.

## 2.4 Names reserved by the Registry Operator

We reserve, at Our sole discretion:

- a) The ability to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions;
- b) The right to determine the time and conditions under which said domain names may be registered and/or how they may be used; and
- c) The right to publish or not to publish the list of reserved terms.

## 3. Use of Your .barcelona domain name

You, Registrant, agree that:

- a) You are fully responsible for the registration and use of the .barcelona registered domain name. If You allow another person to use your .barcelona domain name, You may be held liable for wrongful use of your domain name (i.e. the domain name for which You are the Registrant) by the third party.
- b) You will use the .barcelona domain name in a way that is:
  1. generally accepted as legitimate; and
  2. conducive to welfare of the .barcelona community; and
  3. commensurate to the role and importance of the domain, according to the judgement that an average user would reasonably make in the context of that domain name; and
  4. in compliance with Catalan consumer protection, product and services labelling, advertising and fair communication regulation; and

5. in compliance with current linguistic protection laws, and
  6. based on good faith at registration and thereafter.
- c) Names which do not meet these requirements include, among other, those which or whose use may, at the Registry Operator's discretion:
- Mislead or deceive the public, for instance as to the geographical place they refer to or the official nature of its origin; or
  - Take unfair advantage of the primary meaning or repute attributed by the public to the selected name; or
  - Hamper the potential content, from a public interest perspective, for the domain name in question, keeping in mind the primary meaning of the name (i.e. whether it is descriptive or generic in nature) and/or the repute attributed by the relevant public to such name.
- d) You will not use Your .barcelona domain name in violation of any rights of third-parties, including but not limited to third-party's intellectual property rights in the broadest sense.
- e) You will not use Your .barcelona domain name to offer third level domain name registrations to independent third parties as a commercial registry type service.
- f) You will not use Your .barcelona domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet.
- g) You will not distribute malware, abusively operate botnets, phish, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.

- h) You will not use Your .barcelona domain name for the purpose of trafficking in domain names for sale, resale or transfer. Furthermore, You shall not enable, contribute or willingly aid any third party to achieve the said purpose.
- i) You will not use Your .barcelona domain name in a manner that may damage or bring into disrepute the name, image or reputation of the City of Barcelona and/or the .barcelona community. For example, You must not offer nor allow third parties to offer in Your .barcelona domain name website information or content that is defamatory, abusive, offensive, violent or inciting violence, or political, racist or xenophobic character and generally any content that is contrary to the laws and regulations or morality.

## 4. Reservation of Rights for Compliance

4.1 We reserve the right, in Our sole discretion, to:

- a) deny or cancel any .barcelona domain name applied for or registered in violation of the eligibility requirements set forth in Section 2 above (i.e. lack of Community Nexus); and to
- b) suspend and/or cancel any .barcelona domain name registration whose Registrant has lost the nexus with the .barcelona Community as required in Clause 2.1.

Our decision to grant, deny and/or suspend Your .barcelona domain name under this Clause 4.1 may be challenged through the .barcelona Eligibility and Reconsideration Dispute Resolution Procedure (ERDRP) referred to in Clause 5.1 c.

4.2 We and Our accredited registrars reserve the right to, in Our sole discretion, deny, suspend and/or cancel Your .barcelona domain name registration if:

- a) You fail to follow the this Registration Policy, including but not limited to if you directly or indirectly use Your .barcelona domain name in contradiction with any if the obligations set forth in Clause 3;
- b) You wilfully provide inaccurate or unreliable Contact Information, or intentionally or negligently fail to promptly update it;
- c) You fail to respond for over ten (10) days to inquiries by the registrar or reseller sponsoring the registration and/or by Us concerning the accuracy of Contact Information associated with Your domain name or another incidence associated to Your .barcelona domain name;
- d) You or third parties reasonably appear to be engaging in illegal activity in the use of Your .barcelona domain name;
- e) Your domain name reasonably appears to be infringing upon or is likely to violate the rights of third parties;
- f) You engage in a conduct that may reasonably put Us or Our accredited registrars in breach of any applicable Law, governing authority, public policy or third party agreement; and/or
- g) Law enforcement, a Court of Justice or another relevant authority requests that We do so.

In case that We determine lack of compliance, either on this Registration Policy or on data accuracy, You will be contacted to clarify and/or correct the situation. If not solved in due time (30 days), Your .barcelona domain name will be suspended for thirty (30) additional days. Unless the lack of compliance is corrected by this deadline, Your .barcelona domain name will be cancelled. You

acknowledge and agree that in case of suspension and/or cancellation of your .barcelona domain name under this Clause 4.2, you will not be reimbursed any registry fees.

You may challenge Our decision to suspend and/or cancel your .barcelona domain name under this Clause 4.2 pursuant the Eligibility and Reconsideration Dispute Resolution Procedure (“ERDRP”), and which can be found at <http://domini.barcelona/policies>.

4.3 We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that it deems necessary

- i) to protect the integrity, security, and stability of the .barcelona registry;
- ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;
- iii) to avoid any liability, civil or criminal, on Our part as well as Our agents, officers, directors, representatives, and employees.

## 5. Submission to Dispute Resolution Policies

5.1 You adhere and agree to comply with all applicable ICANN and Our policies and procedures for resolution of disputes concerning Your .barcelona domain name. Specifically, You agree to submit the following Dispute Resolution Policies, whose challenges may be brought by any legitimate third party against Your .barcelona domain name registration:

- a) The Uniform Domain Name Dispute Resolution Policy adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> (“UDRP”), which is

incorporated into this Registration Policy by reference. Any third party challenge of your .barcelona domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

- b) The Uniform Rapid Suspension (“URS”) Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>; as well as to any other dispute policies mandated by ICANN, including but not limited to expedited processes for suspension of a domain name by claims pursued by intellectual property right holders; and
- c) The .barcelona Eligibility and Reconsideration Dispute Resolution Procedure (“ERDRP”), which sets out the terms and conditions in connection with any challenge to a decision by Us concerning eligibility to register in .barcelona, and which can be found at <http://domini.barcelona/policies>

5.2 You acknowledge and agree that neither the Registry Operator nor its agents may guarantee the peaceful and continued use of Your .barcelona domain name in the case of a successful challenge by a legitimate third party through one of the above dispute resolution mechanisms or by the order of a Court of competent jurisdiction or another competent public authority.

## 6. Accuracy of the Contact Information

6.1 You agree to provide all the required information of the domain name being registered as well as complete, accurate and reliable contact details from persons or entities associated with domain name records as required by the

registration process, including:

- a) Your full name, postal address, e-mail address, voice telephone number, and (where available) fax number;
- b) The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
- c) The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name;
- d) The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the registered name; and
- e) Any other data element required, in which case the alternative required data elements shall replace and supersede the above-referred data.

All data referred to in this Section 6.1 shall be jointly referred to as "Contact Information". Providing Contact Information is mandatory in order to register a domain name.

6.2 You shall immediately correct and update the Contact Information during the term of the domain name registration.

## 7. Personal Data Protection

7.1 Your Contact Information is collected by the sponsoring Registrar (or its reseller) and will be transmitted to Us and processed by Us for the purposes of registering and maintaining Your .barcelona domain name. Specifically, You acknowledge that Your Contact Information will be:

- a) Processed by Us to provide registry services, as required by ICANN;
- b) Made publicly available through the Whois database service, where the Contact Information can be consulted, on a query-by-query basis, by anybody with access to the Internet;
- c) Transmitted to a reputable escrow agent, to be held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN. In the event the escrow agreement is released, ICANN or its assignee shall have a non-exclusive irrevocable, perpetual, royalty-free license for any use related to the operation, maintenance or transition of the .barcelona TLD;
- d) Additionally, Your Contact Information may be made available to ICANN for inspection.

7.2 We will not process the Contact Information in a manner incompatible with these purposes. We will take reasonable precautions to protect the Contact Information from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.

7.3 By applying for a .barcelona domain name You agree to the processing of Your Contact Information in accordance with this Clause and, specifically, You expressly consent to the use, copying, distribution, publication, modification and other processing and transferring of Your Contact Information in a manner consistent with the purposes specified above and with relevant mandatory local data protection and privacy laws.

7.4 With respect to third-party individuals whose personal data You may provide Us with (via your Registrar or Registrar's reseller), You represent and warrant that You have informed such third-party individuals of the intended uses and recipients of their personal data, of how can they access and, if necessary, modify the data We hold about them. You also represent and guarantee that You have obtained from such third party individuals the corresponding consent to process their personal data according to this Registration Policy.

## 8. Indemnification

To the maximum extent permitted by applicable Law, You shall fully defend, indemnify and hold the Registry Operator, harmless from any and all loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to the registration and/or operation of Your .barcelona domain name, including but not limited to disputes arising out of or in relation with the breach of Clause 3.

## 9. Policy Modifications

We reserve the right to modify this Registration Policy at any time. We will post the revised Registration Policy at at least thirty (30) calendar days before it becomes effective. Unless this version of the Registration Policy has already been invoked by the submission of a complaint or dispute under this Policy, in which event the version of this Policy in effect at the time it was invoked will apply to You until the dispute is over, all such changes will be binding upon You with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of Our change. In the event that You object to a change in this version of the Registration Policy, Your sole remedy is

to cancel Your .barcelona domain name registration, provided that You will not be entitled to a refund of any registry fees. The revised Registration Policy will apply to You until You cancel Your domain name registration.

## 10. Governing law and jurisdiction

10.1 This Registration Policy is governed by Catalan law.

10.2 Any legal controversy that may arise from the interpretation or execution of this Policy shall be resolved by the competent Courts of Barcelona.

## 11. Language

11.1 This Registration Policy was drafted in Catalan and English.

11.2 In the event of any difficulty in interpreting the terms of this Policy, the Catalan version shall prevail between the parties.