

# .gal Registration Policy

## Introduction

This Registration Policy sets forth the terms and conditions which govern the registration of .gal domain names. In this Registration Policy:

- a. "Registrant", "You" and "Your" refer to the individual or legal entity which applies for or wishes to register a .gal domain name.
- b. "Registry Operator", "Registry", "We", "Us" and "Our" refer to the Asociación puntoGAL, as the body responsible for operating the .gal Top Level Domain.
- c. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

## 1. Acceptance of this Registration Policy

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

- a. This Registration Policy set forth by the Asociación puntoGAL (as the body responsible for operating the .gal Top Level Domain), as updated from time to time;
- b. The Registration Agreement provided by the sponsoring Registrar (i.e. the organization accredited by ICANN and the Registry Operator to provide .gal domain name registration services) through which You applied for a .gal domain name; and
- c. Any other policies mandated by ICANN as updated from time to time by ICANN.

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

- 1.3 You agree and acknowledge that it is Your sole responsibility to determine whether Your .gal domain name registration and use complies with this Registration Policy.
- 1.4 Your .gal 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 .gal domain name does not confer immunity from objection to the registration or use of the domain name, as set forth in Section 5 below.

## 2. Eligibility Requirements

### 2.1 Nexus with the .gal Community

To register and renew a .gal domain name, You must be an individual or legal entity with a nexus to the .gal community at the time of registration and thereafter.

Registrations under the .gal TLD are restricted to those fulfilling these two requirements:

- a) bona-fide membership of the Galician linguistic and cultural community on the Internet. The community consists of those who use (or commit to use) the Galician language for their online communications, and/or promote the different aspects of Galician culture online, and/or intend to specifically address their online communications and services to that community.
- b) subject to the further requirement that the registrant's actions in the Galician linguistic and cultural community, as well as the registrant's use of the registered domain name, must be:

- generally accepted as legitimate; and
- beneficial to the cause and the values of the Galician linguistic and cultural community; and
- commensurate with the role and importance of the registered domain name; and
- in good faith at the time of registration and thereafter.

Registrants are required to state their intended use of the registered domain name. A false statement of intended use is an indication of bad faith and can be the basis for the suspension of the domain name.

Upon registration and during all the life of the .gal domain name You must be able to demonstrate either of the aforementioned fields is applicable to You. Community nexus is subject to post-validation by way of an extensive compliance program based on the same criteria that form the basis of the TLD.

### 2.1.2 Geographic Names

To register geographical names of any of the areas where Galician is an autochthonous language, its monuments, symbols or local landmarks, or other locally-relevant and iconic names, including the variations and abbreviations thereof, you must be or have the permission from the Asociación puntoGAL.

### 2.1.3 Names of Public Authorities and Public Services

To register:

- a. Names of Public Authorities at any level in the areas where Galician is an autochthonous language or having competences over it, including any variations and abbreviations thereof, or other terms in common use to describe them; and
- b. Names directly or indirectly related to a public service for which Public Authorities in the areas where Galician is an autochthonous language have specific responsibilities (including, e.g., public order and public safety, public affairs and institutional relations, public health, taxation,

economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism);

you must be or have the permission from the aforementioned Public Authorities. In this section "Public Authorities" means international, national, and regional public authorities, as well as local and municipal authorities, including but not limited to agencies, consortiums, commissions, and other administrative divisions of the areas where Galician is an autochthonous language and/or having competences over it.

## 2.2 "First come, first served" rule

Unless otherwise provided for in certain registration phases, the registration of domain names under the .gal top-level domain is handled on a "First come, first served" basis, i.e. Registrar requests are processed in chronological order of receipt.

## 2.3 Syntactic rules

Your .gal domain name shall be in accordance with the syntactic standards established by ICANN.

Numbers, letters, hyphens, and all of the characters used in the Galician language and other languages using the Latin alphabet are accepted.

## 2.4 Reserved names

The Registry Operator can, and, under certain conditions, is required to exclude certain .gal domain names from registration.

### 2.4.1 Names reserved as required by ICANN

ICANN provides a list of reserved domain name categories that the Registry Operator must exclude from registration, except under certain conditions. These conditions are described in Specification 5 of the Registry Agreement. "Registry Agreement": refers to the contract signed by the Registry Operator and ICANN on November 7, 2013 , and available at

<https://www.icann.org/resources/agreement/gal-2013-11-07-en>

### 2.4.2 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
- b. The right to publish or not to publish the list of reserved terms.

### 3. Use of Your .gal Domain Name

You, Registrant, agree that:

- a) You are fully responsible for the registration and use of the .gal registered domain name. If You allow another person to use your .gal 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 .gal domain name in a way that is:
  - i. generally accepted as legitimate; and
  - ii. beneficial to the cause and the values of the Galician community; and
  - iii. 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
  - iv. based on good faith at registration and thereafter.

Names which do not meet these requirements include, among others, 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.

- c) You will not use Your .gal 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.
- d) You will not use Your .gal domain name to offer third level domain name registrations to independent third parties as a commercial registry type service.
- e) You will not use Your .gal domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet.
- f) 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.
- g) You will not use Your .gal 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.
- h) You will not use Your .gal domain name in a manner that may damage or bring into disrepute the name, image or reputation of the the .gal community.

## 4. Registry's Rights and Compliance

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

- a) deny or cancel any .gal 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 .gal domain name registration whose Registrant has lost the nexus with the .gal Community as required in

## Clause 2.1.

Our decision to grant, deny and/or suspend Your .gal domain name under this Clause 4.1 may be challenged through the .gal 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 .gal 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 .gal domain name in contradiction with any if the obligations set forth in Clause 3;
- b) You willfully 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 .gal domain name;
- d) You or third parties reasonably appear to be engaging in illegal activity in the use of Your .gal 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/correct the situation. If not solved in due time (30 days), Your .gal domain name will be suspended for thirty (30) additional days. Unless the lack of compliance is corrected by this deadline, Your .gal domain name will be cancelled. You acknowledge and agree that in case of suspension and/or cancellation of your .gal 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 .gal domain name under this Section 4.2 pursuant the Eligibility and Reconsideration Dispute Resolution Procedure (“ERDRP”), and which can be found at

<http://dominio.gal/normativa/>

- 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 or the .gal 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, employees, and stockholders.
- 4.4 Unless the lack of compliance is corrected by this deadline or there is an open compliance challenge, Your .gal domain name may be suspended for an additional period or cancelled. In case of suspension and/or cancellation of your .gal domain name under this article, You will not be reimbursed any registry fees.
- 4.5 We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that We deem necessary:
  - a) to protect the integrity, security, and stability or the .gal registry;
  - b) to avoid any liability on the part of the Asociación puntoGAL, its agents, officers, directors, representatives and employees;
  - c) to comply with all applicable laws and regulations, or with any dispute resolution process;
  - d) to comply with any order from a Court of competent jurisdiction.

## 5. Dispute Resolution

You adhere and agree to comply with all ICANN and Asociación puntoGAL policies and procedures for resolution of disputes concerning Your .gal domain name. You agree in particular to submit to the following Dispute Resolution Policies:

- 5.1. The Uniform Domain Name Dispute Resolution Policy (“UDRP”) adopted by

ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> and is incorporated into this Registration Policy by reference. Any third-party challenge to Your .gal 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.

5.2. 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 that may be mandated by ICANN; and

5.3. The .gal Eligibility Restrictions Dispute Resolution Procedure ("ERDRP"), which sets out the terms and conditions in connection with any challenge to a decision made by the Asociación puntoGAL concerning the eligibility to register .gal domain names, which can be found at:

<http://dominio.gal/normativa/>

## 6. Accuracy of Your Contact Information

6.1 You will provide all the required information to register the domain name, as well as complete and accurate contact details from individuals or corporate entities associated with the 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 of the data referred to in this Section 6.1 shall be 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 any incorrect or inaccurate 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 .gal domain name. Specifically, You acknowledge that Your Contact Information will be:

- a. Processed by the Asociación puntoGAL to provide registry services, as required by ICANN;
- b. Made publicly available through the Whois database service, via which the Contact Information can be consulted by anybody with access to the Internet;
- c. Transmitted to NCC, 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 .gal 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 .gal 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. Registrant liability

- 8.1 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 .gal domain name, including but not limited to disputes arising out of or in relation with the breach of Section 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 .gal 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 Galician, Spanish and European 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 Santiago de Compostela.

## 11. Language

11.1 This Registration Policy is drafted in Galician and English.

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