

Introduction

This Domain Dispute Policy explains the procedures that apply where a third party disputes a domain name registered through Pladinum Group SL ("Pladinum", "we", "us", "our"), and what happens to a domain name while such a dispute is running.

It forms part of the Domain Registration Agreement and supplements the General Terms and Conditions. In respect of domain name disputes, this Policy prevails.

1. Applicable Procedures

1.1 By registering a domain name through Pladinum, the registrant agrees to be bound by the following procedures adopted by ICANN, as amended from time to time:

Uniform Domain Name Dispute Resolution Policy (UDRP) — the procedure for resolving claims that a domain name has been registered and used in bad faith in a manner that infringes a trademark. Available at <https://www.icann.org/resources/pages/policy-2024-02-21-en>.

Uniform Rapid Suspension System (URS) — an expedited procedure for clear-cut cases of trademark abuse, resulting in suspension rather than transfer of the domain name.

Transfer Dispute Resolution Policy (TDRP) — the procedure for resolving disputes between registrars about an inter-registrar transfer.

1.2 Country-code top-level domains are subject to the dispute procedure established by the registry responsible for that extension, which may differ from the procedures listed above. Those procedures form part of the Domain Registration Agreement in respect of any domain name registered under that extension.

1.3 These procedures do not prevent either party from bringing proceedings before a competent court or arbitral body. They are designed to provide a faster and less costly route for the specific category of dispute they address.

2. Effect of a Dispute on the Domain Name

2.1 Where Pladinum or the sponsoring registrar is notified of a dispute concerning a domain name, the domain name may be locked. While locked, it cannot be transferred to another registrar and the registrant details cannot be changed.

2.2 A lock applied under this Section remains in place until the dispute is resolved, withdrawn, or decided.

2.3 A domain name subject to a dispute continues to require renewal. Expiry during a dispute may result in loss of the domain name regardless of the outcome of the proceedings.

2.4 No refund is due in respect of a domain name that is suspended, cancelled, or transferred as a result of a dispute.

3. Outcome

3.1 Where a decision under the UDRP, the URS, an equivalent registry procedure, or a court requires the cancellation, suspension, or transfer of a domain name, Pladinum and the sponsoring registrar are bound by that decision and will give effect to it.

3.2 Pladinum is not a party to the dispute, does not adjudicate it, and accepts no liability for the outcome or for giving effect to it.

3.3 Where a registrant wishes to contest a decision, they must do so through the route provided by the applicable procedure or before a competent court, at their own risk and expense.

4. Jurisdiction

4.1 For the adjudication of disputes concerning or arising from the use of a domain name, the registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (i) the registrant's domicile and (ii) the location of the sponsoring registrar.

5. Reporting a Dispute to Pladinum

5.1 Pladinum is not the appropriate forum for a trademark dispute. Complaints under the UDRP or URS must be filed with an approved dispute resolution provider listed by ICANN.

5.2 Where the concern is that a domain name is being used for unlawful activity rather than that it infringes a trademark, it should be reported to abuse@pladinum.com. That route is governed by the Acceptable Use Policy.

5.3 Where a domain name is used to host content alleged to infringe copyright, notices should be sent to dmca@pladinum.com.

6. Registrant Responsibility

6.1 The registrant is solely responsible for ensuring that the registration and use of a domain name does not infringe the rights of any third party. Pladinum does not screen domain names for potential infringement before registration and has no obligation to do so.

6.2 The registrant indemnifies Pladinum, the sponsoring registrar, ICANN, and the relevant registry operator against any claim arising from a domain name dispute, in accordance with Section 13 of the Domain Registration Agreement. This indemnity is in addition to any indemnification required under the applicable dispute resolution policy.

7. Changes

7.1 The dispute procedures referenced in this Policy may be amended by ICANN or by a registry operator at any time. Continued use of a domain name after such an amendment constitutes acceptance of it.

8. Contact

Pladinum Group SL

Avenida de Manolete 3a

29660 Marbella, Malaga (ES)

Domains: domains@pladinum.com

Abuse: abuse@pladinum.com

Copyright / IP notices: dmca@pladinum.com

Legal: legal@pladinum.com

Website: www.pladinum.com