# REGISTRAR AGREEMENT

EURid vzw

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# Article 1. DEFINITIONS

For the purpose of this Agreement, all capitalised terms have the meaning assigned to them herein. In this Agreement, unless otherwise stated:

'**Accreditation**' means the granting of the right to offer Registration Services subject to the successful completion of the Accreditation Process.

'**Accreditation Process**' means your prior acceptance and continued compliance with the terms of this Agreement, your payment of the applicable fees and our acceptance and written confirmation of your Accreditation.

'**Applicable Data Protection Law**' means any legislation in force within the European Union on the protection of personal data, including Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data, and on the free movement of such data ('GDPR'), the applicable national data protection legislation, together with other related regulatory guidance resulting from such legislation, as updated from time to time.

'**Controller**' means the natural or legal person, public authority, agency or any other body which alone, or jointly with others, determines the purposes and means of the processing of Personal Data.

'**Domain Name**' means a domain name allocated under the .eu Top Level Domain and its variants in other scripts.

'**Necessary Registrar Processing**' means your processing of Personal Data relating to a Registrant for which processing is strictly necessary for the sole purposes of your customer management in relation to the Registrant; or for which processing is done on behalf of any other domain name registry; or for which processing is strictly necessary for the technical provision of your services by and solely on behalf of yourself.

'**Personal Data**' means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

'**Personal Data Breach**' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

'**Processing**' means any operation or set of operations which is performed on Personal Data or on

sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

'**Processor**' means a natural or legal person, public authority, agency or any other body, which processes Personal Data on behalf of the Controller.

'**Registrant**' means the natural or legal person who has registered the Domain Name via you and whose Personal Data is placed in the registration database and published in the web-based WHOIS.

'**(Accredited) Registrar**' **(or 'you')** means the organisation that is accredited by us to provide Registration Services pursuant to this Agreement.

'**Registration**' means the right granted to the Registrant to use the Domain Name for a limited, renewable term, without a transfer of property, and subject to (1) our general Terms and Conditions and (2) any statement, statutory or otherwise, adopted by a European Union institution in relation therewith.

'**Registration Services**' means the services of registration, renewal, update, transfer or management of Domain Names offered to Registrants, and other technical services related to Domain Names.

'**Registry**' (or '**we**' or '**us**') means EURid vzw (RPR Brussel – VAT BE 0864.240.405, having its registered office at Telecomlaan 9, 1831 Diegem, Belgium), the registry manager of the .eu Top Level Domain and its variants in other scripts upon appointment of the European Commission.

'**Regulations**' means Regulation (EC) No 733/2002 of the European Parliament and of the Council of 22 April 2002 on the implementation of the .eu Top Level Domain; Commission Regulation (EC) No 874/2004 of 28 April 2004 laying down public policy rules concerning the implementation and functions of the .eu Top Level Domain and the principles governing registration; Regulation (EU) 2019/517 of the European Parliament and of the Council of 19 March 2019 on the implementation and functioning of the .eu top level name and amending and repealing Regulation (EC) No 733/2002 and repealing Commission Regulation (EC) No 874/2004, and any further regulation that would replace, amend or complete such rules and principles.

'**Rules**' means all Regulations and rules applicable to the .eu and its variants in other scripts at Second and Top Level, the Domain Name Registration Policy, the Domain Name Registration Terms and Conditions, the WHOIS Policy, the ADR Rules and the ADR Supplemental Rules, as published amongst other rules and/or Regulations on the website of the Registry, the Czech Arbitration Court (www.adr.eu), and the WIPO Arbitration and Mediation Center (www.wipo.int). These Rules set out the rights and obligations of the Registry, the Registrar and the Registrant with respect to a

Domain Name.

'**Second Level (Domain)**' means the name at the second level in the Domain Name System (DNS) hierarchy directly below a TLD, such as 'somedomain' in 'www.somedomain.eu'.

'**Top Level (Domain)**' or '**TLD**' means the name at the top of the DNS hierarchy. The TLD refers to the string of letters following the last dot ("."), such as ".eu" in 'www.somedomain.eu'. The Registry controls which Second Level Domains are allowed in the .eu TLD.

# Article 2. YOUR ACCREDITATION

## 2.1 Subject matter of the Agreement

Pursuant to this Agreement and subject to your successful completion of the Accreditation Process, we hereby accredit you and grant you the non-exclusive right to offer Registration Services to Registrants under the terms and conditions set forth in this Agreement. This Agreement gives you no right, power or authority to operate or manage the Registry.

As a Controller, we hereby appoint you as a Processor with the task of Processing certain categories of Personal Data of Registrants. In this context, you will process such Personal Data solely for the purposes of carrying out the Registration Services on behalf of, and in accordance with our instructions. To avoid any doubt, nothing in this Agreement prevents you from carrying out Necessary Registrar Processing in accordance with the Applicable Data Protection Law.

## 2.2 Non-exclusivity

The rights granted to you under this Agreement are non-exclusive and we are free to accredit other Registrars at our sole discretion.

## 2.3 Compliance with the Rules

You will comply with the Rules and will refrain from cooperating, either directly or indirectly, with any party who violates the Rules, or who instigates such a violation. You will inform us of any such abuse without delay.

## 2.4 Support

As an Accredited Registrar, you will provide Registration Services and proper customer support to Registrants in at least one of the official languages of the European Union.

As an essential part of providing customer support, you will have an operational website, available at all reasonable times, where you publish your services and contact details, and your own distinct and functioning email address.

You warrant that you will make available the Rules, your terms and conditions of service, and your prices, and that you will provide customer support through all reasonable means including without limitation by telephone and electronic means, in the languages indicated on your website, or other relevant business materials.

We publish all active Accredited Registrars on our website (www.eurid.eu), including the languages in which they provide Registration Services and customer support, as well as other relevant information.

If you fail to provide such services in one or more of the languages indicated, we may remove you or the appropriate language indicator from our website and such failure will constitute a material breach of this Agreement.

## 2.5 Technical competencies

You warrant that you have the technical competencies required to provide the Registration Services using our automated systems.

## 2.6 Use of the term "Accredited Registrar"

After the successful completion of the Accreditation Process, you may use the term "EURid Accredited Registrar" during the term of this Agreement.

# Article 3. DOMAIN NAME REGISTRATION

According to this Agreement, we will register and grant the right to use the Domain Name for which you have requested a registration or a renewal on behalf of the Registrant. The right to use the Domain Name will only be granted if the Registration complies with the Rules.

# Article 4. OBLIGATIONS OF THE REGISTRAR

## 4.1 General obligations

You will ensure and document that each Registrant for whom you register a Domain Name has accepted the Rules in effect at the time the Registration is made and complies with all requirements set forth in the Rules, including but not limited to the confirmation by the Registrant that, to their knowledge, the request for Domain Name Registration is made in good faith and does not infringe the rights of any third party; and that the Registrant meets the eligibility criteria as defined in the Rules.

You will, at our first request and without any undue delay, provide us with documents

demonstrating the Registrant's acceptance of and compliance with the Rules. If you fail to fulfil these requirements, we reserve the right to terminate the Registration and/or this Agreement.

You will inform each Registrant of all information that is relevant and/or that may influence the relationship between the Registrant and us in a timely manner.

You will ensure that the Domain Name Registration term, as agreed with the Registrant, corresponds at all times to the authoritative Registration term shown in the registration database.

You will ensure that the registration data linked to a Domain Name submitted to us and shown in the web-based WHOIS is at all times the data of the Registrant, and not your data. The email address submitted in the Registrant's contact information will be that of the Registrant only and not yours, unless you can demonstrate that the Registrant expressly requested otherwise.

You will not register Domain Names without being specifically instructed to do so by the Registrant. Notwithstanding the above, you can register a limited number of Domain Names solely for your own use without being specifically instructed to do so by a Registrant. For the purposes of this paragraph, Domain Names registered with registration data of Registrants that is substantially similar or linked to you (e.g. having the same telephone number or email address; having the same contact person as your technical or billing contact), will not be considered to be registered upon instruction of the Registrant.

You will assist and provide your full cooperation to both the Registrant and us in relation to the Registration Services.

You will have your own operational website where you publish your services and contact details, and you are responsible and liable for all content of such website.

## 4.2 Specific obligations in relation to Processing activities

In relation to the Registration Services and the Processing activities that you undertake as a Processor on our behalf, you will:

- maintain a clear privacy policy, compliant with the Applicable Data Protection Law, and inform each Registrant thereof;

- inform each Registrant that the Personal Data necessary for the provision of Registration Services is disclosed to us acting as a Controller, and make reference to our privacy policy on our website to inform the Registrant of how we process all Personal Data received;

- notify us within 48 hours upon becoming aware of a Personal Data Breach, and assist us with data breach notifications in relation to the Personal Data collected for the Registration Services described in this Agreement, the carrying out of any data protection impact assessments, and

prior consultations with supervisory authorities that we are obliged to undertake, taking into account the information available;

- notify and fully assist us promptly and without undue delay with requests from Registrants exercising their individual rights (such as the right of access, right to rectification, erasure, restriction of processing, the right to data portability, or the right to object to the processing of their Personal Data), or any other request, complaint or communication relating to our obligations under the Applicable Data Protection Law;

- create and maintain documentation regarding your Processing activities on our behalf, the details of the Processor (you) and the Controller (us), the transfers of Personal Data if applicable, and a description of the technical and organisational measures you have adopted;

- fully cooperate and make available to us at our request all information necessary to demonstrate compliance with the Applicable Data Protection Law and obligations under this Agreement;

- implement necessary measures to protect Personal Data from unlawful or unauthorised Processing and necessary measures as required by Applicable Data Protection Law;

- keep Personal Data confidential except to your employees, agents, and subcontractors or other representatives who are engaged in the Processing of Personal Data and who:

  ◦ have been informed of the confidential nature of Personal Data and the necessary security measures;

  ◦ have received appropriate training in relation to Applicable Data Protection Law;

  ◦ are subject to user authentication and log-on processes when accessing Personal Data; and are subject to contractual confidentiality and data protection obligations.

- limit access to the Personal Data only to those persons with a need to know, to enable you to perform the Processing activities on our behalf.

- Upon request, provide us with a report for the past calendar year of: a) your Processing activities; b) your logs regarding access to Personal Data; and c) Personal Data Breaches.

The above does not discharge you from complying with the Applicable Data Protection Law in relation to the Necessary Registrar Processing activities.

If you are not (or are no longer) established within the European Economic Area or within a country that is deemed by the European Commission to provide an adequate level of protection for Personal Data in accordance with European data protection legislation, you will implement any and all measures required to permit the transfer under the Applicable Data Protection Law.

# Article 5. FEES AND PAYMENT

As part of the Accreditation Process, you will make an advance payment of at least EUR 2500 (two thousand five hundred Euro), excluding any bank or transfer fees.

You will pay the applicable fee for all payable transactions (such as the Registration, renewal, term extension, reactivation and transfer) for each Domain Name on behalf of any Registrant.

We will issue monthly invoices and deduct all payable transactions for each Domain Name from this amount. The fees for all payable transactions have been set and can be found at https://link.eurid.eu/fees and https://registry.eu.

We reserve the right to amend the fees for payable transactions at any time by informing you via the email address you have provided to us no later than thirty (30) days before the amended fees become effective. We will not be liable to pay any interest to you in respect of the advance payment.

Domain Names that are not deleted before the expiry date will be renewed automatically and the corresponding fees will be automatically deducted from your account.

In the event of a transfer of a Domain Name, the applicable fee for such a transfer will be deducted automatically from the account of the Registrar requesting the transfer as soon as the transfer becomes effective. We will not refund any fee paid by the transferring Registrar either in whole or in part.

You will pay our invoices within thirty (30) days of the invoice date. We apply penalties and interest for late payments without notice. The penalties are calculated as 10% of the amount due (with a minimum of 250 EUR) and the amount due will bear interest at a rate of 1% per month calculated for each month started. This does not affect other remedies in this Agreement.

Once you have been an Accredited Registrar for at least two (2) consecutive years, you may sign up for the Single Euro Payment Area (SEPA) direct debit mandate, provided that you have a European bank account and that you have subscribed to SEPA. Upon signature of a SEPA mandate, we will debit from your bank account the amount set out in the monthly invoices for payable transactions and we will deduct from any future invoices the balance on any prepaid amount that is still available on your account after this mandate comes into effect.

# Article 6. TECHNICAL PROVISIONS

## 6.1 The Registration procedure

The Registration procedure is fully automated, and you will comply with the Registration Services procedures developed by us. These procedures are further detailed on https://registry.eu.

We reserve the right to amend the Registration procedure at any time by informing you (via the email address you provided to us) no later than thirty (30) days before the amended Registration procedure becomes effective where feasible. At the same time, we will provide you with any technical information required for your proper implementation thereof.

## 6.2 Access to and use of our systems

You will access and use our systems in good faith and in a manner that complies, both functionally and technically, with our user manuals published on https://registry.eu or made available to you by any other means. You will not overload our network or hinder us from providing our services. You will not act in any way that might threaten the stability of the Internet. If you are in breach of any of these obligations, we reserve the right to terminate this Agreement with immediate effect.

You will immediately inform us if you become aware of any malfunctioning or compromise of our technical systems, and provide us with any supporting material that may help us in diagnosing and, if appropriate, correcting or improving any such technical malfunction. Any such malfunction is considered confidential information and should not be disclosed publicly without our prior written consent.

# Article 7. TRANSFER

You acknowledge that the Registrant has the right to transfer the Domain Name to a new Registrant and/or to another Accredited Registrar and that a transfer of this kind will be executed in accordance with the Rules. By following the procedures set forth in the Rules, you acknowledge and warrant the validity of the transfer of the Domain Name. You will cooperate with all parties involved throughout the various phases of the transfer process.

If you do not comply with these obligations, we reserve the right to execute the transfer and we cannot be held liable for doing so.

# Article 8. DURATION

This Agreement is concluded for a period of one (1) year starting from the date of Accreditation.

At the end of this initial one (1) year term, this Agreement will be automatically extended for

consecutive one (1) year terms, unless either party notifies the other party in writing that it does not want to extend this Agreement no later than three (3) months before the end of the initial term or any consecutive term, or unless terminated as set forth below.

# Article 9. TERMINATION OF THE AGREEMENT

## 9.1 Termination of our mandate

This Agreement will terminate immediately if, for whatever reason, we are no longer able to register Domain Names. We disclaim any responsibility for damages resulting from such termination, unless the termination is due to gross negligence or fraud on our part.

Upon becoming aware of any upcoming termination of our mandate, we will employ our best efforts to facilitate the continuation or transfer of this Agreement on or before the termination date, and to obtain a notice period before the termination of our mandate.

## 9.2 Breach of contract

If you are in breach of any terms of this Agreement, we will notify you both via the email address you provided to us and via a registered letter urging you to cease such a breach. We reserve the right to terminate this Agreement without further notice and without any compensation due if you do not respond or do not cease the breach of Agreement within a reasonable period.

## 9.3 Bankruptcy or winding up

This Agreement will terminate immediately without any compensation being due if you become bankrupt, if you file for judicial composition, or if your business is wound up.

# Article 10. CONSEQUENCES OF TERMINATION

Upon termination of this Agreement, you will immediately pay any outstanding fees that were due before termination and your Registrar account will be terminated. All Domain Names in your portfolio will be transferred to one or more Accredited Registrars. If applicable, we will reimburse to you any remaining balance on your account.

Upon termination of this Agreement, you will return and/or erase and/or anonymise (in both primary and backups) the Personal Data processed as part of the Registration Services under this Agreement, unless EU or EU Member State law requires the storage of Personal Data, without prejudice to your own rights and obligations in relation to Personal Data covered by Necessary Registrar Processing. You will certify that you have done so within one (1) month of the termination of this Agreement. The clauses governing the Processing of Personal Data will survive the termination of this Agreement, and will remain in effect until all Personal Data processed solely on

our behalf under this Agreement has been returned and/or erased and/or anonymised.

Upon termination of this Agreement, you will cease to use the term EURid Accredited Registrar, our name, and our logo(s).

## Article 11. ASSIGNMENT OF RIGHTS AND SUB-PROCESSING ACTIVITIES

You may not assign your rights and obligations under this Agreement to another Accredited Registrar without our prior written consent.

You may authorise a third party to subcontract any of the Processing activities necessary for the Registration Services under this Agreement provided that you inform us in writing in advance. The sub-processor is subject to the same contractual data protection requirements relevant to the processing activities of Personal Data as those applicable to you under this Agreement, and you remain fully liable for any failure of your sub-processor.

## Article 12. INDEMNIFICATION

You indemnify us against any claim for damages in or out of court made by Registrants or third parties against us for the products and services offered, including but not limited to claims relating to your breach of this Agreement; claims relating to the Registration Services; claims relating to the termination of our mandate; third parties' claims to rights on a Domain Name; claims relating to technical defects or shortcomings; and claims due to violations of Applicable Data Protection Law attributable to you or any of your sub-processors in the context of this Agreement.

## Article 13. MISCELLANEOUS

The English language version of this Agreement will be authoritative in all respects and will prevail in case of any inconsistencies with any translated versions.

This Agreement is subject to Belgian law. All related disputes will be subject to the exclusive jurisdiction of the Brussels courts.

Any amendment to this Agreement or to the Rules will be communicated to you (via the email address you provided to us) and will automatically become effective thirty (30) days after notification. If we do not receive your rejection of the amended terms via email or registered letter within thirty (30) days after such notification, you will be deemed to have agreed to the amended terms.

This Agreement does not change the status of any intellectual property rights of the parties concerned (in particular, but not limited to, the transfer by either party of the ownership of, or

licenses to, its respective intellectual property rights).

This Agreement does not grant you the right to use our name or logo(s) without our prior written permission. Any such use of our name or logo(s) will be subject to our instructions and guidelines.