".ES" DOMAIN NAME ACCREDITED REGISTRAR CONTRACT BETWEEN THE PUBLIC CORPORATE ENTITY RED.ES AND

……………………..

In Madrid,

BY AND BETWEEN

On one hand, **Mr. ALBERTO MARTÍNEZ LACAMBRA**, of legal age, residing for the purposes of this contract in Edificio Bronce, located on Plaza Manuel Gómez Moreno, s/n, Madrid (28020) and D.N.I. 7489006E;

And on the other hand, **Mr.** …………………….., of legal age, residing for the purposes of this Contract in …………………….. and ID No. ……………………..

ACTING

The former, on behalf and in representation of the Public Corporate Entity Red.es (hereafter and indistinctly, "**Red.es**", or the "**Assignment Authority**" or the "**Registry**"), residing in Edificio Bronce, located on Plaza Manuel Gómez Moreno, s/n, Madrid (28020), with VAT. No. Q-2891006-E, as General Director of the Public Corporate Entity, authorised for this action by virtue of the powers delegated to him by article 14.1. k) of Royal Decree 164/2002, dated 8 February, which approved the Articles of Association of the Public Corporate Entity Red.es.

The latter, on behalf and in representation of …………………….. (hereinafter, "**the REGISTRAR**"), with address at …………………….. and V.A.T. No. …………………….., acting as …………………….. of the same, according to the writ authorised by the Notary of …………………….., Mr. …………………….. , on date …………………….., and number …………………….. according to its protocol.

Red.es and the REGISTRAR (hereinafter, they may be referred to individually as "**the Party**" and jointly as "**the Parties**") recognise each other's legal authority to enter into and undertake contracts in the roles that they represent, respectively, and, especially, to sign this ".es" Domain Name Accredited Registrar's Contract (hereinafter, "the Contract"), and to that end, they hereby:

DECLARE

I.   That the Public Corporate Entity Red.es is the Assignment Authority that, in accordance with applicable legislation, is responsible for managing the REGISTRY of internet domain names under the country code corresponding to Spain ".es".

II.   That, in accordance with the applicable legislation related to domain names in Spain, the registrars, as intermediaries in the procedures related to registering domain names, may assist the users in the assignment and renewal of the same, in accordance with the requirements and conditions established by the Assignment Authority.

III.   That ………………….. is a ………………….. and is interested in carrying out the functions of a REGISTRAR under the conditions set forth in Additional Provision Six of Law 34/2002, dated 11 July: the Information Society and e-Commerce Services Act; in the Order ITC/1542/2005, dated 19th May, which approves the National Plan for Internet Domain Names Under the Country Code Corresponding to Spain ".es" ("The Plan"); in all other specific regulations passed in its execution by the Assignment Authority and, to the extent that they are compatible, the generally applied practices and the recommendations issued by the international entities and organisations that conduct activities related to the management of the internet domain names system.

That, taking into account the above Declarations, the Parties express their will to enter into the Contract in accordance with the following:

CLAUSES

ONE.- PURPOSE

The purpose of the Contract is to regulate the terms under which the REGISTRAR shall carry out the functions outlined in the provisions indicated in declaration three of the Contract. Specifically, the REGISTRAR shall:

• Represent the applicants with THE REGISTRY, carrying out the activities necessary to assign and renew ".es" domain names.
• Advise the domain name applicants who contract their services and complete all formalities requested by them.
• Process the ".es" domain name assignment and renewal applications.
• Any other function related to the assignment and renewal of domain names entrusted to them by the REGISTRY.

TWO.- ACCREDITATION AS A REGISTRAR

2.1.   The registration fee for carrying out REGISTRAR functions is €2,000 (two thousand euro) VAT EXCLUDED. This contract shall remain suspended until such time as full payment of that amount has been certified with the REGISTRY by the REGISTRAR.

2.2.   The REGISTRAR hereby declares not to be affected by any of the prohibitions to contract with the Public Administration, established in article 71.1, Law of Public Administration Contracts 9/2017, dated 8th November, transposed to the Spanish legal system from the Directives of the European Parliament and Council 2014/23/UE and 2014/24/UE, dated 26th of February of 2014. For the above-mentioned purpose, the REGISTRAR shall present the REGISTRY, at the signing of the Contract, with a sworn statement declaring that it is not affected by any of said prohibitions, which shall be attached to the Contract as **ANNEX I**.

2.3.   The REGISTRAR certifies, by means of the documents attached to the Contract as **ANNEX II**, that it has the technical and professional solvency necessary to carry out the functions covered by the Contract.

2.4.   The REGISTRAR expressly agrees to have its data published on the List of Accredited Registrars, which is accessible to the public.

THREE.- THE REGISTRAR'S OBLIGATIONS

3.1. Mediation in the assignment, management and renewal of ".es" domain names

3.1.1.   …………………….. agrees to carry out the Registrar Duties in accordance with Additional Provision Six of Law 34/2002, the Order ITC/1542/2005, dated 19th May which approves the National Plan for internet Domain Names Under the Country Code Corresponding to Spain (".es") and the specific regulations passed in its execution by the Assignment Authority, specifically including the Red.es Chairman's Instruction on the procedures applicable to assignment and all other operations associated with the registration of ".es" domain names (hereinafter, "the Instruction") and the procedures for its execution established by said authority, which are published on the REGISTRY's internet site under the conditions established in the Instruction and in this Contract.

Red.es may update and adapt to the needs of the service the procedures applicable to REGISTRARS and established to assign and renew ".es" domain names, as long as said adaptations have been notified expressly to the latter and have been published on the REGISTRY's internet site at least 15 days prior to the date of their effective application.

3.1.2.   The REGISTRAR exercises its mediation duties on its own account and under its own liability, and under no circumstances may it attribute to itself nor use any Red.es trademark, symbol or logo, except to indicate that it is an accredited REGISTRAR.

The REGISTRY shall not be liable under any circumstances for the REGISTRAR's failure to fulfil its duties, and under no circumstances may it be made to appear that the REGISTRY may be considered liable for the non-fulfilment by the REGISTRAR of its obligations.

3.1.3.   In exercising its mediation duties, the REGISTRAR must:

- Act in accordance with the conditions and procedures established in the Contract, in the applicable provisions and in the procedural regulations established for this purpose by the REGISTRY.

- Inform the applicant of the applicable regulations and procedures, fees and payment methods, and the technical requirements established to REGISTRY ".es" domain names, and obtain, under the established conditions, the consent of the interested party, informing them of the general conditions governing the ".es" domain name assignment procedure.

- Advise the applicant that he or she must provide true and up-to-date contact data, since they will be used by the REGISTRY to communicate with the domain name beneficiaries, and that any false data supplied may result in the application being turned down and, when appropriate, the cancellation of the domain name, which could then be assigned to any other applicant with a right to it.

- Obtain the authorisation of the interested party to act on his or her behalf with the REGISTRY in all operations related to the assignment and renewal of domain names, including making the corresponding payments. To this end, the REGISTRAR must request the applicants' consent to act on their behalf and, when so established in the provisions of the applicable procedures, send the form, attached as **ANNEX III**, duly signed, to the REGISTRY.

- Perform at least the function of invoicing contact for the ".es" domain name applicants or beneficiaries who decide to process their applications through said registrar.

- Collaborate in the proper execution of Registrar changes that the users wish to carry out, when appropriate.

- Include, in the contracts that the REGISTRAR must enter into with its customers, the clauses related to date protection and the exclusive liability of the REGISTRAR attached to this contract as **ANNEX IV**.

3.1.4.   Under no circumstances may the REGISTRAR use the tools or applications provided by Red.es, nor the information to which they may gain access through the same, for any purpose other than that of the Contract.

3.2. Mediation in the assignment or renewal of a minimum number of domain names each calendar year

In order to maintain accredited registrar status and continue operating as such, the ACCREDITED REGISTRAR must have mediated in the assignment or renewal of at least 200 (TWO HUNDRED) ".es" domain names, during the previous calendar year. This figure may be revised annually by the Assignment Authority, taking into consideration market and service rendering conditions. When appropriate, the Authority will publish the new minimum number of domain names on its Internet site.

3.3. Obligation to refrain from acquiring domain names for itself unless the assignment requirements are met

3.3.1. The REGISTRAR agrees to refrain from applying, on its own or through third parties, for domain names for the purpose of speculating with them.

3.3.2. The REGISTRAR shall not process the assignment of domain names on behalf of non-existent applicants or those who have not applied in advance for the assignment.

3.4. Duty to monitor and inform the Assignment Authority to prevent speculative practices with the ".es" domain names.

3.4.1. The REGISTRAR shall be obliged to act in good faith in the exercise of its duties, collaborating with the REGISTRY in the transparency, efficiency and proper functioning of the ".es" domain name assignment system.

3.4.2. The REGISTRAR shall immediately notify the REGISTRY if, in the performance of its duties, it becomes aware of any applicant attempting to obtain or obtaining the assignment of a domain name for speculation purposes or attempting to avoid compliance with the applicable regulations in this area.

3.5. Domain name payment

The REGISTRAR, on behalf of the applicants, shall make PAYMENT:

- in the amount of the fee corresponding to the formalities required to assign or renew ".es" domain names with the Assignment Authority.

- in the amount of the corresponding Value Added Tax.

3.6. Payment method

3.6.1 Within the first five days of each month, the Registry will issue an invoice to the Accredited Registrar for the amount corresponding to the fee for definitively assigned domain names or those that have been renewed in the previous month.

This invoice must be paid by Single Euro Payments Area (SEPA) direct debit (formerly regular direct debit) to account no.

IBAN: ……………………..

SWIFT/BIC: ……………………..

or by transfer in favour of the Registry to account no.

IBAN: ES17 0049 5138 1723 1510 1105

SWIFT/BIC: BSCHESMMXXX

within maximum of THIRTY calendar days as from the invoice's issue date. Any changes in the identification of either of the accounts must be reliably notified by its holder to the other Party.

Said change will not become effective until FIFTEEN calendar days have elapsed, following the date of receipt of the notification.

3.6.2 Failure to pay the invoice by the means mentioned in the above paragraph within the THIRTY DAYS deadline will entitle the Registry to demand, in addition to the invoice amount, the amounts mentioned in Clause Nine, Section b) of the Accredited Registrar Contract.

Additionally:

a) The logos of the Accredited Registrar will be removed from the Registry's web page.

b) The Accredited Registrar's situation may be made public via the Registry's web page.

c) The Registry may rescind the Accredited Registrar Contract at any time. Names that had been managed by the Accredited Registrar up to the contract rescission date will be managed directly by the Registry or will be managed by another Accredited Registrar chosen by the Registry applying the principles of notice and competition.

3.7. Domain name renewal

3.7.1 The REGISTRAR shall properly and punctually inform the beneficiaries of the ".es" domain names that it manages of the proximity of the start of the payment period for renewal of the assigned domain names.

As part of said notification, the REGISTRAR shall notify the beneficiaries of their contact data, urging them, if necessary, to update them, reminding them that failure to fulfil the obligation of keeping this information

updated could lead to the cancellation of the domain name.

In addition to the foregoing and in each renewal period, the REGISTRAR shall send a reminder to said beneficiaries regarding the conditions governing the processing of their data, specifically referring to the main points included in ANNEX III of this Contract.

3.7.2   In the event that, for any reason, voluntary or otherwise, the REGISTRAR should no longer perform the function of Registrar and, therefore, no longer take responsibility for renewing the domain name assigned to its customers, the aforementioned shall notify said situation to each customer at least 30 days in advance and facilitate the transfer to a new Registrar, if that is the option chosen by the interested party, as well as certifying said actions with the REGISTRY.

In the event of failure to comply with the above obligation, the REGISTRY shall:

-    require the REGISTRAR to pay the penalty clause indicated in clause Nine of this contract.

3.8. Technical obligations

3.8.1. Digital signature

The REGISTRAR must have an advanced class 2C digital signature, and use it when communicating with the REGISTRY under the conditions established in the Assignment Procedure.

In the future, the REGISTRY may accept other secure means of identification from the REGISTRAR. In such case, the acceptance of those means will be made public on the REGISTRY's internet site, and they may be used by the REGISTRAR for the same purposes as the digital signature mentioned in the paragraph above.

3.8.2. Fixed IP (Internet Protocol) address

As a security measure in communications between the REGISTRAR and the REGISTRY, the former is obliged to maintain the following IP (Internet Protocol) Address or Addresses:

IP1		IP2	
IP3		IP4	

The REGISTRAR likewise agrees to use those IP Addresses in its communications with the REGISTRY under the conditions established by the latter in accordance with the procedure established in section 3.1.1. of this Contract.

3.8.3. Changing the digital signature or the IP address

Should the REGISTRAR change its digital signature or signatures, or its fixed IP address or addresses, it

shall inform the REGISTRY of the changes at least 10 days prior to them taking effect. If the REGISTRY does not object within 5 days of notification of the request for the corresponding digital signature or fixed IP address change, said request shall be deemed as tacitly approved.

3.8.4. Technical quality of the REGISTRAR

The REGISTRAR, in its relations with both the REGISTRY and its customers, shall operate with a technical level that guarantees service quality in compliance with the industry standards.

3.9. Guarantee of fulfilment of the obligations

The REGISTRAR, in order to answer for any possible failure to fulfil the obligations that it assumes by virtue of this Contract, shall present a first-option banker's reference in the amount of €6,000 (SIX THOUSAND EURO), issued by a credit entity without the benefits of order, discussion or division, or provide the REGISTRY at all times with a bond in that amount and with similar execution conditions.

The effectiveness of this contract shall depend up fulfilment of this obligation, which must be certified with the REGISTRY by the REGISTRAR.

The guarantee amount may be reviewed annually. If the Accredited Registrar's average monthly invoicing during the previous year is equal to or exceeds SIX THOUSAND EURO (€6,000) VAT EXCLUDED, the guarantee amount will be TWELVE THOUSAND EURO (€12,000); if it is less, the guarantee amount will be SIX THOUSAND EURO (€6,000). Should any modification in the guarantee amount be required, the Accredited Registrar shall carry out said modification within a maximum of ONE MONTH as from the date on which Red.es gives notice for renewal.

3.10. Penalties by non-compliance with technical specifications

In order to guarantee the integrity and availability of the REGISTRY's database and the computer systems associated with this database, the Accredited Registrar must comply with the technical specifications and restrictions for access to the Registry's database stipulated in Annex V of the Accredited Registrar's Contract. In the event of non-compliance with said technical specifications and restrictions, without prejudice to the provisions of Clause Nine, Section e), the Registry may impose the access penalties stipulated in the aforementioned Annex.

3.11. Penalties by non-compliance with the obligations as the data processor

The amount of penalties for breach by the REGISTRAR as the data processor shall be as follows: If Red.es is sanctioned on grounds attributable to the REGISTRAR, it must pay 100% of that penalty regardless of its amount and its billing.

The accredited REGISTRAR shall indemnify Red.es for any claim for damages judicially or extrajudicially

submitted by Holders or third parties against Red.es including, among others, any claims brought in relation to breaches of the applicable data protection legislation attributed to the REGISTRAR or any of its subcontractors in the context of this Contract.

FOUR.- THE REGISTRY'S OBLIGATIONS

4.1   The REGISTRY agrees to keep the system operational and to guarantee the REGISTRAR online access for all communications necessary to carry out the REGISTRAR duties.

Inability to access the online service for reasons not attributable to the REGISTRY shall not constitute, in any case, a breach of Contract. In any case, the REGISTRY shall use all available means to resolve any online access anomalies or failures.

4.2.   The REGISTRY shall provide the REGISTRAR with an online list certifying payment for the actions carried out on behalf of the domain name beneficiaries that the latter represents.

4.3.   The REGISTRY agrees to provide its services under conditions of transparency and non-discrimination, guaranteeing free competition among the registrars.

4.4.   The REGISTRY shall maintain an updated list of accredited REGISTRARS, which shall be made public on its internet site.

FIVE.- NOTIFICATION

Except in cases in which it is expressly established in the procedures applicable to the assignment and to the operations associated with registry domain names or in this Contract, all notifications that the parties are required to provide reciprocally shall be provided online using the electronic signature indicated in section 3.8.1. The following contact data shall be taken into account for said purpose:

a) THE REGISTRY

E-mail address for receiving notifications: ar@dominios.es

b) THE REGISTRAR

E-mail address for receiving notifications: ……………………..

The Parties agree to provide reciprocal notification of any changes to the e-mail addresses indicated above, in accordance with the conditions established by this Contract.

All notifications made to the last address provided in accordance with the stipulations of this section shall

be considered valid and shall take effect as from their recorded date of sending to the recipient's system.

SIX.- DURATION

The initial duration of the Contract shall be one year. It will be renewed tacitly for subsequent one-year periods if neither of the parties have indicated to the other their wishes to the contrary at least one month prior to the Contract termination date.

SEVEN.- RESCISSION

Either of the Parties may rescind the Contract in the event of non-compliance by the other Party.

Specifically, causes for rescission of the Contract include:

a) The REGISTRAR deliberately providing the REGISTRY with false information about domain name applicants or about itself.

b) Failure to mediate in the assignment of the minimum number of domain names indicated in section 3.2. In this event, the REGISTRY may choose to rescind the contract it or to keep it in force; the latter option carries the obligation for payment of the amount indicated in the penalty clause of this Contract.

c) Non-compliance with the obligation of not acquiring domain names for itself for speculative purposes, as indicated in section 3.3.

d) Serious failure to fulfil the duty of monitoring and notifying the Assignment Authority of the existence of speculative practices, as established in section 3.4.

e) The existence of a penalty for breach of the obligations stipulated in the data processing contract by the REGISTRAR.

The Contract shall also be terminated in any of the legally established cases.

EIGHT.- TERMINATION EFFECTS

8.1 Should the Contract be rescinded on the initiative of the REGISTRY due to noncompliance by the REGISTRAR or on the initiative of the latter without just cause, the REGISTRAR shall compensate the REGISTRY, paying the former, in any case, the amount with which the REGISTRAR guarantees fulfilment of its obligations, as specified in section 3.9 of this Contract. If said amount were insufficient to cover the damages derived from said rescission, the REGISTRY may claim any additional damages arising from said rescission.

8.2 If the Contract is terminated due to non-compliance by the REGISTRAR, said Registrar may not enter into any other registrar contract with the REGISTRY for ".es" domain names for a period of up to two years.

8.3 Whatever the reason for terminating the Contract, the REGISTRAR shall offer the ".es" domain name beneficiaries the possibility of taking over the management of the domain names directly or requesting a change of REGISTRARS. Therefore, the REGISTRAR whose contract is terminated must notify this situation with sufficient advance notice, in the terms established in this Contract, and must, when appropriate, provide its customers or the Registrars designated by them with all the information or documentation necessary to make such changes.

NINE.- PENALTY CLAUSE

Notwithstanding the REGISTRY's authority to rescind the Contract for any of the reasons mentioned in Clause Seven of this contract, and to request compensation for all damages caused, the REGISTRAR, by virtue of this penalty clause, which is of a cumulative nature and does not replace article 1152 of the Civil Code, is required to pay the REGISTRY an amount of up to €3,000 (THREE THOUSAND EURO) VAT EXCLUDED:

a) In the event of failing to comply with the obligation to refrain from acquiring domain names unlawfully for itself and to monitor and collaborate with the Assignment Authority, as established, respectively, in sections 3.3 and 3.4 of this Contract.

b) In the event that the deadline stipulated in Clause 3.6.1 for settling monthly invoices for domain name assignment or renewal fees has elapsed.

c) In the event of failing to fulfil the obligations imposed in relation to its beneficiaries by section 3.7.2 of this Contract in the cases of termination of its activity as a REGISTRAR.

d) In any other case of repeated failure to fulfil its contractual obligations, or when so established in this Contract.

e) In the event of non-compliance with the technical specifications and restrictions for access to the Registry's database, stipulated in Annex V.

TEN.- PERSONAL DATA PROCESSING

10.1. The REGISTRY's Obligations

The REGISTRY shall be responsible for processing the personal data file of the domain name beneficiaries that it maintains as part of its duties as the Assignment Authority, and it must comply with Organic Law 15/1999, the Personal Data Protection Act, and with all other applicable regulations.

10.2. The REGISTRAR's Obligations

10.2.1   The REGISTRAR shall be responsible for the personal data files of the domain name applicants and beneficiaries that have designated it as their representative, respectfully complying with the regulations applicable to personal data protection.

10.2.2   In performing it Registrar Duties, the REGISTRAR must collect personal data from the domain name applicants and from the administrative contact, notifying the REGISTRY of said personal data.

10.2.3   For the above purposes, the REGISTRAR is required to ensure that the databases connected to the REGISTRY fulfil the requirements of Organic Law 15/1999: the Personal Data Protection Act.

10.2.4   The REGISTRAR shall notify the REGISTRY, within a maximum of 5 days, of all data in the file that have been rectified or cancelled by the applicant in exercising his or her rights, so that the REGISTRY may make the corresponding rectification or cancellation in its own files.

10.2.5   If the REGISTRAR provides the REGISTRY with personal data on its employees, representatives or authorities, it must inform them that their data are being processed, that the purpose of the same is to carry out the Contract and of their rights according to articles 15 and following of Organic Law 15/1999, as well as the name and address of the REGISTRY.

ELEVEN.- CONFIDENTIALITY

11.1   All information or documentation that the REGISTRY provides to the REGISTRAR to perform and carry out the Contract shall be considered confidential and exclusive to the REGISTRY, and it may not be reported to third parties without the REGISTRY's prior written consent.

11.2   All information published by the REGISTRY in accordance with the regulations and procedures applicable to assigning and registering domain names, and that which must be revealed in accordance with the law or with a judicial or administrative resolution shall be excluded from classification as confidential information.

TWELVE.- CIVIL LIABILITY INSURANCE

The REGISTRAR shall be obliged to take out civil liability insurance for the duration of the Contract to cover the risks inherent to its business, with a compensation amount of at least €500,000 (FIVE HUNDRED THOUSAND EURO).

A copy of the civil liability insurance policy is attached to the Contract as **ANNEX VI**.

THIRTEEN.- EFFECTIVENESS OF THE CONTRACT

The contract shall be suspended until such time as all technical, economic and administrative requirements outlined in the same have been met and, particularly, it shall not take effect until the REGISTRAR has certified to the REGISTRY that it has paid for its registration as a registrar and has set up the obligation fulfilment guarantee.

FOURTEEN.- APPLICABLE LAW AND JURISDICTION

14.1   The Contract is of a mercantile nature and is subject to Spanish Law.

14.2   The Parties, waiving any rights that they may have to other jurisdictions, expressly accept that of the courts of the city of Madrid.

And in witness of all the above, the Parties sign the Contract, in Madrid on the date indicated in the last digital signature printed.

ON BEHALF OF THE REGISTRY   **ON BEHALF OF THE REGISTRAR**

Mr. ALBERTO MARTÍNEZ LACAMBRA   Mr./Mrs. ……………………

    …………………………

GENERAL DIRECTOR

[POSITION]

ANNEX III

TEMPLATE OF THE DOCUMENT BY WHICH THE DOMAIN NAME APPLICANT EXPRESSES AWARENESS AND ACCEPTANCE OF THE ".es" DOMAIN NAME ASSIGNMENT REGULATIONS, CONSENTS TO TRANSFERRING HIS OR HER PERSONAL DATA TO RED.ES FOR THAT PURPOSE, AND AUTHORISES THE REGISTRAR TO ACT ON HIS OR HER BEHALF

…………………….., as applicant for the domain name ……………………. .es (hereinafter, "**the Applicant**") hereby states that:

- The REGISTRAR ……………………. [commercial name of the registrar] (hereinafter, "**the Registrar**") is authorised to act on his or her behalf before Red.es (hereinafter, either "**the REGISTRY**" or "**the Assignment Authority**"), and to take all actions necessary to assign and renew the domain name ……………………. .es (hereinafter, "**the Domain Name**"), including receiving the corresponding notifications.

- The REGISTRAR is authorised to act in any way necessary to make the payments corresponding to the assignment and renewal of the Domain Names, on his or her behalf, and he or she hereby requests that this be done in subsequent years.

- He or she has been duly informed by the REGISTRAR and is aware of the applicable regulations and procedures, terms and conditions, fees and payment methods and technical requirements established to REGISTRY ".es" domain names with the mediation of an accredited REGISTRAR, and accepts them in their entirety. Specifically, the Applicant states that he or she understands the regulations, procedures, terms and conditions for registering an ".es" Domain Name, the content of which is available at:

  https://www.dominios.es/en/sobre-dominios/normativa

- He or she understands that failure to comply with these regulations shall result, in the cases in which it is thus expressly established, in the loss of the domain name and possible reassignment of the same from that very moment for registration in favour of another eligible applicant.

- Excepting errors or omissions in good faith, the data provided on this application are true.

- He or she agrees to keep the information provided on this application updated at all times, notifying any changes to the REGISTRAR, which will notify Red.es whenever there are modifications to any of the data to be submitted to the REGISTRY. Failure to fulfil this obligation may result in the cancellation of the Domain Name (for example, because it is impossible to contact the individuals listed as domain name managers, since changes to their contact data or new managers were not reported as established).

- He or she accepts that Red.es, in carrying out the different actions related to the assignment and renewal of the Domain Name, will act in accordance with the data notified by the Applicant as indicated in the section above.

- He or she understands and accepts that any false data provided on this application could lead to the rejection of the same or, if the Domain Name had already been assigned, the Name could be cancelled and, in this case, the Domain Name would be available for registration by any other eligible applicant.

- He or she understands and accepts that, once the REGISTRY notifies the REGISTRAR that the Domain Name may

be assigned or renewed because the requirements established for that purpose have been met, the REGISTRAR shall be required to make payment, on behalf of the Applicant and within the established periods of time, of the amounts for the assignment or, when appropriate, renewal, and that failure to make payment or insufficient payment after the established periods of time shall be grounds for making the Domain Name available, from that moment, for registration in favour of an eligible applicant, with Red.es assuming no liability whatsoever for the consequences of the Registrar's failure to fulfil its obligations to the Applicant.

- He or she understands and accepts that the REGISTRAR plays an intermediary role in the assignment of ".es" domain names, and is solely and exclusively responsible for compliance with the requirements stipulated in the mediation contract for the assignment of domain names. The Applicant is considered to have been informed of this situation and expressly waives the right to any action or claim against Red.es due to the Registrar's failure to fulfil its obligations.

- He or she understands and accepts that, in the event of serious technical negligence, a domain name may be cancelled temporarily or permanently.

- To the best of his or her knowledge, the use of the Domain Name does not infringe upon the rights of third parties.

- He or she understands and accepts that the assignment and registration of the Domain Name gives exclusive rights to its use, in the terms set forth in the applicable legislation, for the purposes of addressing in the internet domain name system, and that any dispute over the right to use a particular domain name must be resolved between the parties using the channels legally established for this purpose.

- He or she understands and accepts that the administrative contact person designated on the application and who signs this document with sufficient power of attorney to do so, is responsible for any problem related to the right to use the domain name, and that this is understood and accepted by that person.

- He or she declares that all entities and persons listed in this application are aware, in accordance with the provisions of Regulation (EU) 2016/679, of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and freedom of information and circulation of these data, which repeals Directive 95/46/EC (General Data Protection Regulation), of the following basic information on the protection of their personal data:

GOBIERNO DE ESPAÑA MINISTERIO DE ASUNTOS ECONÓMICOS Y TRANSFORMACIÓN DIGITAL SECRETARÍA DE ESTADO DE DIGITALIZACIÓN E INTELIGENCIA ARTIFICIAL

red.es

Name of the data process:	DOMINIOS.ES		
Purpose:	Management of relations for the assignment of domain names and relations with Domain name ownsers and/or Accredited Registrars. Reuse of information associated with ".es" domain names in accordance with Law 37/2007, of 16th November, on the reuse of public sector information. Preparation of reports, studies and aggregate analyses on the use of ".es" domains by Red.es or, jointly, with other Spanish or international organisations or entities whose purposes include the management of domain names. Collaboration agreements with other Spanish Public Administrations or entities, as well as with international bodies or organisations with which Red.es signs agreements within the scope of its competencies. Carrying out studies, archiving purposes in the public interest, scientific or historical research purposes or statistical purposes related to the activity of the Registry.		
Data controller:	Red.es: Edificio Bronce Plaza Manuel Gómez Moreno, s/n 28020 Madrid, Phone: 901100167, email: *protecciondedatos@red.es*		
Processor:	In the management tasks of .es domains, **data processors** have been detected, which may be consulted as an appendix to this file.	Data Protection Officer	Phone: 901100167 Email: *protecciondedatos@red.es*
Data category:	Names and surnames, personal ID, address, phone number and e-mail. Professional information		
Group:	Registrars and holders who applys for .es domains.	Department concerned:	Dominios
Legitimization:	Maintenance of contractual relations with the Accredited Registrars and with the domain owners. Own and third parties' legitimate interest to know the degree of use and purposes of .es domains.	Deletion deadline:	10 years after the de-registration
Security meausures:	The security measures implemented in the Public Corporate Entity Red.es. correspond to those set out in Annex II (Security measures) of Royal Decree 3/2010, of 8 January, which regulates the National Security Scheme in the field of Electronic Administration, and		

	additionally, the security controls of the Information Security Management System based on the UNE-EN ISO/IEC 27001 Standard have been implemented. In the case of security measures of third parties having a contractual relationship with the Registry, the security measures shall be the same or equivalent to those set out above.		
International transfers:	Se contemplan transferencias internacionales con aquellas entidades que mantengan una relación contractual con el Registro y por motivos de interés público (seguridad del Registro). En detalle de dichas relaciones contractuales se podrá consultar como anexo a esta ficha.		
Exercise of rights:	You may exercise your rights of access, rectification, deletion and portability of your data, and the limitation or opposition to its processing, by completing a form available at the Red.es website and addressed to the Data Controller (Red.es): https://sede.red.gob.es/ or protecciondedatos@red.es.	Type of process:	Mixed
		Addressees category:	Fulfilling legal obligations.

- He or she declares that all the entities and persons listed in this application expressly consent to their personal data being provided to the REGISTRAR and to those included in this document being processed by Red.es for the following purposes:

- Registration of the necessary data for the assignment, operation and renewal of the domain name

- Registration in internal databases for management of the ".es" REGISTRY (.es Domains)

- With other Public Authorities with which Red.es enters into agreements.

All this in accordance with the terms established in the Rules and Procedures for the Registration of a Domain Name under ".es".

- He or she declares that all entities and persons listed in this application are aware that, in accordance with the Additional Provision Eighteen of Law 14/2000, of 29 December, on fiscal, administrative and social order Measures, the Public Corporate Entity Red.es will publicise the procedures for the assignment and registration of ".es" domain names that are adopted, and that this will imply that the forename and surnames, in the case of natural persons, the trade name, in the case of legal persons, and the e-mail in all cases, will be communicated through WHOIS, TCP protocol for queries/responses regarding said data, as well as through those tools that Red.es enables for queries relating to that data.

- He or she is aware of and accepts that the rights of access, rectification, deletion and portability of data and the limitation or objection to the processing thereof may be exercised with respect to ……………………….. [Trade name of the REGISTRAR] at its registered address located at …………………….. or directly vis-à-vis Red.es as

data controller. The rights of cancellation or objection may only be exercised once the application for the domain name has been withdrawn, since it is necessary for Red.es to process personal data for the purpose of assigning or renewing the domain name.

RED.ES, whose website address is www.red.es, shall comply with the provisions of Regulation (EU) 679/2016 on the processing of personal data of the aforementioned persons and entities. Without using them for any purpose other than that leading to the assignment and renewal of the domain name and its advertising in the terms described above. The personal data processed by Red.es will not be transferred nor will they be accessible by any other third party, unless such transfer is required by law, by a regulatory provision or by a court ruling, or if this disclosure is necessary to ensure protection and defence of their rights. Red.es, in registering the ".es" domain name, has the authority to outsource services related to correct registration, such as developments, operation, attending to Registrars and End Users, Security etc. In these circumstances, the subcontractors of Red.es will be subject to the same clauses of confidentiality and personal data processing.

In ……………………., on ….. of …………………….. of 20….

_____

Signed: (Administrative Contact)

Mr./Mrs. …………………….. with **ID no.** ……………………..

ANNEX III bis

SPECIFICATIONS FOR THE VALID ACCEPTANCE OF THE CONDITIONS SET FORTH IN ANNEX III OF THE ACCREDITED REGISTRAR CONTRACT BY AN ".ES" DOMAIN NAME HOLDER

To enable the Assignment Authority to accredit and, where appropriate, verify acceptance of the conditions set forth in ANNEX III of the Registrar Contract (hereinafter, "the Contact"), the means used by the Registrar to obtain this authorisation, whether electronic or written, must guarantee that the authorisation has been obtained.

The form of obtaining the acceptance of the conditions outlined in ANNEX III of the Contract will only be deemed valid if it complies with the following specifications, distinguishing between whether the authorisation is obtained by electronic means or in writing:

ONE.- Accredited Registrars must store and guard their clients' acceptance of the abovementioned conditions in ANNEX III of the Accredited Registrar Contract, both in electronic form and in writing for the set legal period.

Acceptance of the conditions contained in ANNEX III of the Accredited Registrar Contract of one or several holders of ".es" domain names must be made available to the Assignment Authority upon the latter's request.

TWO.- Acceptance of the conditions in ANNEX III may be provided to the holder of the domain name in any of the following ways:

a) In writing, without altering their content in any way:

   1. By providing the new domain name holder with the abovementioned document for signing, separately from the contract used with its clients for the provision of goods and services, prior to registration of the domain name to which the contract with the Accredited Registrar pertains.

   2. As an ANNEX to the contract for the provision of services.

b) By electronic means: The Registrar will keep evidence of the explicit acceptance of ANNEX III by the domain name applicant. For the purposes of practical implementation, among others, the following will be considered as evidence of such approval:

- The log file generated by the telematic application used by the Registrar to REGISTRY ".es" domain names, when the domain name applicant ACCEPTS the conditions in ANNEX III. Holders of ".es" domain names must be provided with these conditions in unabridged form.

  In the system log developed by the Accredited Registrar, the following information must appear as a minimum: The domain name applicant's identifier (that the system has verified), the future holder of the domain name and the domain name being requested.

- The date and time of the log shall be stored in the system at the time when the domain name applicant ACCEPTS the application and has previously viewed and accepted the conditions set forth in ANNEX III.

- Timestamping of the acceptance of the conditions contained in ANNEX III that the applicant has explicitly ACCEPTED.

- Electronic signature of the acceptance of the conditions of ANNEX III by the applicant and/or Holder of the domain name.

- Any other acceptance or evidence that may be used by the Registrar shall be communicated to Red.es for validation as correct practical implementation that guarantees, unequivocally and reliably, the rights of the holders of ".es" domain names.

Notwithstanding the foregoing, Registrars must inform Red.es of any change they may make to the policy for registration of ".es" domain names, both technically and operationally.

ANNEX IV

TEMPLATES FOR THE CLAUSES THAT THE REGISTRARS MUST INCLUDE IN THE CONTRACTS THEY SIGN WITH THEIR CUSTOMERS

1. Data protection

The REGISTRAR must include a clause in the contract entered into with the applicant to obtain the applicant's consent for their personal data to be processed by the REGISTRY. Said clause shall be along the following lines:

"*The personal data provided by the applicant will be notified to the Public Business Entity Red.es, located at www.red.es. Said notification is necessary to execute this contract. The applicant undertakes, to this effect, to keep the information provided up-to-date by way of the procedure established for said purpose.*

In processing the applicant's personal details, the Entity shall act in accordance with the provisions of the General Data Protection Regulation (Regulation (EU) 679/2016), not using them for purposes other than those set forth herein and in the regulations governing the assignment of ".es" domain names. Applicants are informed that assignment of the domain name necessarily requires that their personal data be published in the Registry Database of ".es" domain names, accessible to the public via Internet. In signing this document, the Applicant gives consent for data transfer and processing, including the publication of personal data in the Registry Database of ".es" domain names.

The rights of access, rectification, deletion and portability of data and the limitation or objection to the processing thereof may be exercised vis-à-vis …………………….. [Trade name of the REGISTRAR] at its registered address located at …………………….. or directly vis-à-vis Red.es as data controller.

2. Non-liability of the REGISTRY in aspects related to the contractual relations established between the Registrars and the ".es" domain name applicants or beneficiaries

To guarantee the REGISTRY's impunity, the REGISTRAR shall include the following clause in all contracts entered into with the domain name applicants or beneficiaries:

"……………………. *[Commercial name of the REGISTRAR] exercises a mediation function in the assignment of ".es" domain names and is solely and exclusively responsible for fulfilling the obligations stipulated in this contract. All ".es" domain name applicants or beneficiaries who sign this contract shall be deemed to have been informed of this situation and they expressly waive any right to any action or claim against Red.es deriving from ……………………. [commercial name of the REGISTRAR]'s failure to fulfil its duties."*

ANNEX V

PENALTIES STIPULATED FOR BREACH OF THE TECHNICAL SPECIFICATIONS AND RESTRICTIONS ON ACCESS TO THE REGISTRY DATABASE

In order to guarantee the integrity and availability of the Registry Database and its associated computer systems, the REGISTRAR undertakes to comply with the following technical specifications and restrictions on access to said database.

For EPP and SOAP accesses, there is a usage limit of four IP addresses and it is possible to send a maximum of three concurrent connections on each one of these.

Thus, all applications received from an IP, while it has established the maximum number of concurrent connections allowed, will not be processed. In order to ensure compliance and the correct use of the mechanisms available to the REGISTRAR, Red.es has put in place a system of alerts to avoid breaches of regulations.

In the event that Red.es detects a mass mailing of applications that do not comply with this instruction, the Entity shall proceed with the following system of warnings and penalties:

- Medium Alert: The REGISTRAR shall be notified and requested to cease the activity causing the mass mailing.

- High Alert: The IP address causing the mass mailing of requests shall be disabled as a preventive measure (until 10 a.m. the following working day).

- High Alert continuing for a second consecutive day: The IP address shall be disabled until further notice, depending on the circumstances.

Red.es cannot guarantee that the first warning shall be sent if the circumstances do not allow the detection of a **Medium Alert** situation and the status quickly changes to **High Alert**.

Provided that the circumstances so permit (day and working timetable), in the case of a **High Alert**, the REGISTRAR shall be notified immediately after the IP is disabled.

If there is an answer from the REGISTRAR in which it promises to abide by the IP usage policy, Red.es reserves the right to enable the IP earlier than stipulated in the general protocol.

ANNEX VI

DATA PROCESSING CONTRACT

Mr. ……………………………….………………, of legal age, holder of D.N.I./ID number ……………………..…….., for and on behalf of the trading company ……………..……………….……………….. (hereinafter, the DATA PROCESSOR), acting as …………………………, with registered office at ………………..……………………………, with C.I.F./V.A.T. No. ………………...……………, and registered in the Mercantile REGISTRY of …………………………………...

The parties hereto, in the capacities in which they act, mutually and reciprocally acknowledge that the other has the necessary legal capacity to be bound by and enter into this contract and, accordingly:

THEY DECLARE

Purpose of the processing

By means of the clauses set forth herein, the data processor is authorised to process, on behalf of the data controller, the personal data necessary to provide the service of ………………….……..

Specification of the processing to be carried out:

☐ Collection
☐ Registration
☐ Structuring
☐ Modification
☐ Retention
☐ Extraction
☐ Consultation
☐ Communication by transfer
☐ Dissemination
☐ Interconnection
☐ Comparison
☐ Limitation

☐ Retention

☐ Destruction

Other: ……………………………………………………………….

Identification of the information concerned

In order to execute the services constituting the purpose of this contract, the data controller makes available to the data processor the platform called Domain Name Management Systems (SGND).

Duration

Once this contract expires, the data processor must ……………….…………. *delete/return to the data controller/return to another data processor designated by the data controller (indicate the appropriate option)* the personal data and delete any copy thereof that is in their possession.

Obligations of the data processor

The data processor and all its staff are obliged to:

a) Use the personal data processed, or those collected for inclusion, only for the purpose of this contract. Under no circumstances may it use the data for its own purposes.

b) Process the data in accordance with the instructions of the data controller.

If the data processor considers any of the instructions to be in breach of the GDPR or any other EU or Member State data protection regulation, the data processor shall immediately inform the data controller.

c) Keep, in writing, a record of all the categories of processing activities carried out on behalf of the data controller, containing:

1. The name and contact information of the data processor(s) and of each data controller on behalf of which they act and, where appropriate, of the representative of the data controller or of the data processor and of the data protection officer.

2. The categories of processing carried out on behalf of each controller.

3. Where applicable, the transfer of personal data to a third country or international organisation, including the identification of that third country or international organisation and, in the case of the transfers indicated in Article 49(1)(2) of the GDPR, documentation of adequate guarantees.

4. A general description of the technical and organisational security measures related to:

a) Pseudonymisation and encryption of personal data.

b) The ability to guarantee the confidentiality, integrity, availability and permanent resilience of processing systems and services.

c) The ability to restore the availability of and access to personal data quickly, in the event of a physical or technical incident.

d) The process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure processing security.

e) Not to communicate the data to third parties, unless it has the express authorisation of the data controller, in the cases provided for in law.

The data processor can communicate the data to other data processors acting on behalf of the same data controller, on the instructions of the data controller. In this case, the data controller will identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied in order to proceed with the communication of such data.

If the data processor must transfer personal data to a third country or to an international organisation, under applicable EU or Member State law, it shall inform the data controller of that legal requirement in advance, unless such law prohibits it on important grounds of public interest.

f) Subcontracting (Choose one of the options)

Option A - If subcontracting is not foreseen

Not to subcontract any of the services included in the purpose of this contract that involve the processing of personal data, except the auxiliary services necessary for the normal operation of the data processor's services.

If it is necessary to subcontract part of the processing, this fact must be previously communicated in writing to the data controller, ... in advance, indicating the processing that is intended to be subcontracted and clearly and expressly identifying the subcontractor company and its contact information. The subcontracting can be carried out if the data controller does not object within the established term.

The subcontractor, which will also have the status of data processor, is also obliged to comply with the obligations established in this contract for the data processor and the instructions given to it by the data controller. It is the responsibility of the initial data processor to regulate the new relationship so that the new data processor is subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as it, in relation to the appropriate processing of personal data and the guarantee of the rights of data subjects. In the event of non-compliance by the sub-processor, the initial processor will remain fully accountable to the data controller for compliance with the obligations.

Option B - If subcontracting is foreseen

The   data   processor   is   authorised   to   subcontract   to   the   company ………………………………………………………………. the services that involve the following processing:

……….…………………
……….…………………

In order to subcontract with other companies, the data processor must communicate this in writing to the data controller, clearly and expressly identifying the subcontracting company and its contact information. The subcontracting can be carried out if the data controller does not object within the term of …………………………..

The subcontractor, which will also have the status of data processor, is also obliged to comply with the obligations established in this contract for the data processor and the instructions given by the data controller. It is the responsibility of the initial data processor to regulate the new relationship so that the new data processor is subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as it, in relation to the appropriate processing of personal data and the guarantee of the rights of data subjects. In the event of non-compliance by the sub-processor, the initial processor will remain fully accountable to the data controller for compliance with the obligations.

g) Maintain the duty of secrecy with respect to personal data to which it has had access under this contract, even after its purpose has ended.

h) Ensure that the persons authorised to process personal data expressly undertake in writing to respect confidentiality[5] and to comply with the corresponding security measures, of which they must be informed accordingly.

i) Keep at the disposal of the data controller documentation proving compliance with the obligation established in the previous section.

j) Guarantee the necessary training on personal data protection of the persons authorised to process personal data.

k) Assist the data controller in facilitating exercise of the rights of:

    1. Access, rectification, deletion and objection.

    2. Limitation of the processing.

    3. Data portability.

    4. Not to be the subject of automated individual decisions (including profiling)

l) Notification of data security incidents

The data processor shall notify the data controller, without undue delay, and in any case within the maximum period of ……..…………….. and through ……………..……..., the security incidents corresponding to personal data for which they are responsible and of which they are aware, together with all the relevant information for the documentation and communication of the incident.

Notification will not be necessary when it is unlikely that such incident constitutes a risk for the rights and freedoms of natural persons.

At least the following information shall be provided, if available:

    a) A description of the nature of the security incident that affects personal data including, when possible, the categories and approximate number of data subjects, affected persons and the approximate number of personal data records affected.

    b) The name and contact details of the security officer and, if applicable, the data protection officer or other contact point where more information can be obtained.

c) A description of the possible consequences of the security incident.

d) A description of the measures adopted or proposed to remedy the security incident, including, if applicable, the measures adopted to mitigate the possible negative effects.

If it is not possible to provide documentation simultaneously, and to the extent that it is not, the information shall be provided gradually without undue delay.

m) Give support to the data controller in carrying out impact assessments related to data protection where appropriate.

n) Give support to the data controller in carrying out prior consultations with the supervisory authority, where appropriate.

o) Provide the data controller with all the information necessary to demonstrate compliance with its obligations, as well as for the performance of audits or inspections carried out by the data controller or by another auditor authorised thereby.

p) Implement the security measures necessary to ensure data protection. Implementing mechanisms to:

a) Guarantee the confidentiality, integrity, availability and permanent resilience of processing systems and services.

b) Restore the availability of and access to personal data quickly, in the event of a physical or technical incident.

c) Verify, evaluate and assess the effectiveness of technical and organisational measures to ensure processing security.

d) Encrypt personal data, if appropriate.

q) Designate a data security officer and, if appropriate, a data protection officer, and communicate his/her identity and contact details to the data controller.

r) Destroy the data once the service has ended. Once destroyed, the data processor must certify their destruction in writing and deliver the certificate to the data controller. However, the data processor can keep a copy, with the data duly blocked, as long as responsibilities for the execution of the service can be derived.

Obligations of the data controller

It is the responsibility of the data controller to:

a) Deliver to the data processor the data referred to in Clause Two of this contract.

b) Carry out an assessment of the impact on personal data protection of the processing operations to be carried out by the data processor.

c) Make the corresponding prior consultations.

d) Ensure, prior to and throughout the processing, compliance with the GDPR by the data processor.

e) Supervise the processing, including conducting inspections and audits.