

Terms and Conditions for registering an ".es" Domain Name

The applicant for a domain name (hereinafter, "the Applicant") states that:

1. He knows and accepts the prevailing regulations and procedures, terms and conditions, fees, payment methods and technical requirements established for the registration of domain names under the ".es" country code, the contents of which are available at <http://www.dominios.es>.
2. He is aware that any breach of these regulations, in cases where expressly stipulated, will lead to the loss of the domain name and its possible immediate reassignment and registration in favour of another legally entitled applicant.
3. The details provided in the present application are true, barring errors and omissions made in good faith.
4. He commits to keeping the information provided in this application always up to date and to notifying Red.es of any changes that take place. Failure to comply with this obligation may give rise to the domain name being cancelled, in keeping with the procedure laid down for such purposes (for example, it being impossible to contact the people listed as responsible for the domain name because they have not reported changes in their contact details or in those responsible for the domain).
5. He accepts that when carrying out the different procedures involved in assigning and managing the domain name, Red.es will act based on the data provided by the Applicant as indicated in the previous section.
6. He is aware and accepts that any falsehood in the details provided in this application may be cause for cancellation of the domain name, in keeping with the procedure established for these purposes and that, in this case, said domain will become available for subsequent registration by another legally entitled applicant.
7. He is aware and accepts that once the Registry notifies him that the domain may be assigned or renewed because it fulfils the requirements established for this purpose, the Applicant is obliged to pay the corresponding fee for domain name assignment or renewal, where applicable, by the set deadline.
8. He is aware and accepts that if the event of non-payment or insufficient payment by the stipulated deadline, the domain name will become available from that time for registration in favour of a legally entitled applicant.

9. He is aware and accepts that in the event of a breach of the rules and technical conditions set out by the Assignment Authority for the proper functioning of the ".es" domain names system, a domain name may be de-registered, either temporarily or permanently.

10. To the best of his knowledge, the use of the domain name does not violate the rights of third parties.

11. He is aware and accepts that the assignment of the ".es" domain name entails submission to the out-of-court dispute resolution procedure on the use of domain names in relation to industrial property rights protected in Spain, such as trade names, registered trademarks, designations of origin, company names; or in relation to the official or generally recognised names of Spanish public entities, in compliance with the procedure set forth in the regulations for out-of-court dispute resolution procedure regarding the use of ".es", domain names, published on the website www.dominios.es.

12. He is aware and accepts that the outcomes of the out-of-court dispute resolution procedure will be binding on the parties and on the Assignment Authority.

13. He is aware and accepts that assignment and registration of a domain name confers the exclusive right to use it for addressing purposes within the Internet domain names system, under the terms set forth in the applicable legislation.

14. He states that the administrative contact person stated in the application has sufficient powers of representation and he accepts that he/she is the person responsible in the event of any incident related to the domain name's rights of use, and that said person is aware of and accepts this responsibility.

15. When processing the personal data of individuals and entities, Red.es, whose website address is www.red.es, will comply with the provisions of Organic Law 15/1999 of 13 December on Personal Data Protection and its implementing regulations, and will not use said data for any purpose other than where intended for the assignment and renewal of domain names.

16. He is aware and accepts that the personal data contained in his application, as a domain name beneficiary, may be subject to processing by Red.es in the performance of its duties of promoting and developing the Information Society and for historical, statistical or research purposes. Said data may be transferred, for these same purposes, to other Administrations in the cases established under Article 21, sections one and two of the Organic Law on Personal Data Protection.

17. He declares that all the entities and persons involved in this application are aware and give their express consent to the personal data that they have provided appearing in the internal and public databases maintained by RED.ES, and which may remain as such under the terms required to manage the Register of ".es" domain names in keeping with the provisions of Organic Law 15/1999 of 13 December on Personal Data Protection. Applicants are informed that the assignment of the domain name necessarily requires that the personal data be published in the Registry Database of ".es" domain names, accessible to the public via Internet.

18. He knows and accepts that the rights to access and rectify said data may be exercised in accordance with the provisions of the personal data protection regulations. The rights of cancellation or objection in respect of these data may only be exercised once the application for the domain name has been withdrawn, given that Red.es necessarily has to process personal data when assigning or renewing the domain name.