

Registrar Agreement

Version 6.1

Registrar Agreement

BETWEEN:

Organisation	DNS België vzw, Belgische Vereniging voor Internet Domeinnaamregistratie
Address	Ubicenter Philipssite 5, box 13 3001 Leuven Belgium
VAT number	BE 0466158640
Represented by	<u>Philip Du Bois</u>
Called "DNS Belgium",	

AND:

Organisation
Address

VAT number
Represented by
Called "registrar",

WHEREAS:

DNS Belgium is the registration authority that manages domain names that end in .be;

The registrar wants to participate in the registration process of domain names ending in .be by registering or renewing domain names with DNS Belgium on behalf of its clients but for its own account;

DNS Belgium wants to co-operate with the registrar in registering and renewing the .be domain names under the conditions of this agreement;

THE PARTIES HAVE AGREED AS FOLLOWS:

1 Object

1.1 Right of use

According to this agreement, DNS Belgium will grant a right to use any domain name under the .be domain (hereinafter referred to as the "domain name"), for which the registrar requests the registration or renewal on behalf of its client but for its own account (the registrar's client applying for the registration or renewal of a domain name hereinafter referred to as the "registrant");

1.2 Non-exclusive right of use

The rights granted under this agreement are not exclusive.

DNS Belgium will however not attribute any right for the registration or the renewal of domain names that were not introduced with DNS Belgium by a registrar, the provisions under article 9 excepted.

2 General Terms & Conditions

To obtain or renew a registration the registrar must:

- Guarantee that the registrant has accepted the Terms & Conditions applicable when the application is made. The most recent version of these Terms & Condition can always be found on: <https://www.dnsbelgium.be/en/documents/enduser-terms-and-conditions-be>
- Guarantee that the registrant meets all requirements to obtain or renew a registration.
- Inform the registrant of all information the registrar receives from DNS Belgium that may influence the registrant and DNS Belgium's contractual relationship, particularly about an amendment of the terms & conditions.

3 Fees

3.1 Amount of fees

1. The registrar shall pay DNS Belgium a flat fee of at least € 2,500.00 (two thousand and five hundred euros) for the right to apply for the registration of a domain name (or for its renewal) on behalf of the registrants but for its own account.

This amount is an advance payment from which DNS Belgium deducts the registrar's fees . The fees for new registrations are immediately deducted while the fees for the renewals are settled at the end of the month in which the registrations have been renewed. The other fees shall be deducted as soon as the task or transaction has been executed. When the balance of the advance reaches zero, the registrar must pay a new advance, otherwise the registrar may no longer carry out any new paying transactions (registrations, transfers, etc.). Notwithstanding the foregoing, the registrar has to maintain his initial level of advance by paying the invoices for the registration and renewal fees issued by DNS Belgium in accordance with article 3.2.

2. The registrar must pay the registration, renewal and other fees for the domain names he registers, renews, transfers or manages on behalf of the registrants but for its own account. Annex 1 sets out the various fees applicable on signing this agreement.
3. The registrar can request DNS Belgium to transfer all or a part of his domain names to another registrar. For these transfers DNS Belgium will charge a specific transfer fee. The transfer fee applicable on signing this agreement is set out in Annex 1.
4. The registrar shall be required to attain the turnover figure in domain name transactions indicated in Annex 1. If the registrar fails to do so, DNS Belgium shall invoice the registrar for the difference between the target turnover and the turnover actually attained.
5. DNS Belgium may increase or decrease the fees and the turnover figure mentioned in the preceding paragraphs at any time and it will inform the registrar of any changes at least 30 days before the new fees become effective by e-mail and by publishing the new fees on DNS Belgium's website.

3.2 Terms and conditions of payment

1. Fees in article 3.1.1 must be paid according to the invoice DNS Belgium issues on signing this agreement.
2. The registration, renewal and other fees must be paid according to the payment modalities indicated in DNS Belgium's monthly invoices to the registrar.

DNS Belgium will issue monthly invoices for the right of use of domain names registered or renewed in that month. The registrar must take all steps to delete a domain name from the automatic registration system at the latest on the last working day of that month if the right of use of the name expires during the month of invoicing and is not to be renewed. Domain names for which the right of use will expire during the month of invoicing and which are not deleted from the system will be automatically renewed and invoiced by DNS Belgium. The registration and renewal fees are due as soon as the right of use is granted or renewed, whether or not the registrant pays the registrar.

3. Transfer fees must be paid according to payment modalities indicated by the specific invoice that DNS Belgium issues following the execution of the transfer.
4. Invoices must be paid within 30 days after the invoice date. Disputes regarding the invoices need to be notified in writing to DNS Belgium within this period of 30 days. If the registrar pays fees late then the following penalties apply without notice: compensation payment of 10 % of the amount due, with a minimum of 250,00 EUR, and a late-payment interest of 1 % a month whereby any started month shall be regarded as a complete month; without prejudice to other sanctions in this agreement.
5. DNS Belgium shall use any received payments to settle the oldest outstanding and overdue invoices.

4 Resellers

Under this agreement, the registrar may work with resellers. A reseller is any person or company which, be it on a contractual basis or not, has the possibility to register or renew .be domain names via the registrar's panel in the DNS Belgium registration system and which manages the domain names for several holders. A reseller is not a person or company which only registers, renews and manages his own domain names via the registrar's panel.

However, the registrar is solely liable for observance of the provisions of this agreement. Possible infringements of the present agreement due to the behaviour of the resellers with which the registrar works, shall be considered as infringements of the registrar. Any registrar who works with resellers must therefore take the necessary actions to ensure the contractual obligations arising from the present agreement have legal effect vis-à-vis the resellers with which he works.

5 Technical provisions

5.1 Registration and other procedures

The registration procedure and most other procedures are fully automated through the technical platform of DNS Belgium. The registrar shall comply with the technical procedures developed by DNS Belgium for the registration or management of a domain name, as well as other technical requirements such as updating information about registrants. DNS Belgium shall make a technical overview of the various procedures available to the registrars.

If the registrar fails to comply with the procedures and technical requirements stipulated by DNS Belgium, the latter may decide to suspend the registrar temporarily by denying him access to the technical platform. If the registrar is suspended repeatedly, DNS Belgium may decide not to renew the agreement as provided under Article 8.

DNS Belgium shall be entitled to adjust or amend the registration procedure and other technical procedures and shall inform the registrar no later than 30 (thirty) days before those adjustments or amendments become operational. At the same time, DNS Belgium must provide the registrar with all technical information required for their implementation.

5.2 Technical defects

The registrar may not overload DNS Belgium's technical platform and network or hinder DNS Belgium from providing its services (for example by denial of service attacks). The registrar may do nothing that could threaten the stability of the technical platform.

The registrar commits himself not to take any unlawful advantage of the "bugs and vulnerabilities" in DNS Belgium's technical systems that come to the registrar's notice neither to abuse them in any way. The registrar also agrees to report defaults such as mentioned above to DNS Belgium immediately. Under no circumstances will he make these acquaintances public or disclose them to third parties.

If the registrar breaches these obligations, DNS Belgium may suspend this agreement immediately and without notice for 14 days. DNS Belgium may terminate the agreement if after 14 days the registrar still breaches these obligations.

Notwithstanding the obligations set out in Article 6.1 of Annex 2, the registrar shall apprise DNS Belgium of **serious** incidents relating to cybersecurity that occur in his organisation. DNS Belgium shall treat this information with the utmost care and shall use it only to comply with legal (reporting) requirements.

6 Rules of conduct for the registrar

During the registration procedure, the registrar always states the details of the registrant or its representative and not its own details or the details of the reseller. The e-mail address shown in the contact information for the registrant is the address of the registrant itself or its representative and not the registrar's or the reseller's, except where expressly requested otherwise by the registrant.

Both during the registration procedure and afterwards, the registrar is solely responsible for the correctness of the details of the registrant. The registrar shall not register any details which it knows or suspects to be incorrect. He shall immediately replace them by the correct details when he finds out or is notified by DNS Belgium or a third party that the details are incorrect.

The registrar undertakes to change the details of the registrant without delay at the registrant's or his representative's request. DNS Belgium reserves the right to charge any costs it incurs to correct these details itself to the registrar who remains in default. The amount of these costs is indicated in Annex 1.

The registrar is allowed to register domain names for his own use. Registrars must, however, refrain from 'warehousing' practices. Warehousing is the registering of large numbers of domain names without having been specifically instructed to do so by one or more users. Registering large numbers of domain names on behalf of a user (natural or legal person) that is associated or linked with the registrar is also considered as 'warehousing' and hence is not permitted.

Under no circumstance may the registrar, directly or indirectly, introduce procedures, or take part in any such procedures, that are designed to sell domain names or to result in a change to the registrant of a particular domain name, except where the proper transaction is used that DNS Belgium provides for this type of operation.

The registrar undertakes to solely lock a domain name using the lock function at the registrant's explicit request. Under no circumstance shall the registrar set this as a default function for all domain names he manages. DNS Belgium reserves the right to pass on any costs it incurs for the deactivation and lock function to the defaulting registrar. The amount of these costs is indicated in Annex 1.

The registrar must grant the registrant a right to choose another registrar for the domain names that the registrar has registered or renewed. The registrar must cooperate with the registrant, the new registrar and DNS Belgium for the transfer procedure.

7 Protection of personal data

The registrar undertakes to comply at all times with all applicable data protection legislation with regard to all personal data that the registrar processes under this agreement.

If and to the extent that the registrar processes personal data under this agreement in a processor capacity on behalf of DNS Belgium, said processing shall be governed by the provisions stipulated in Annex 2.

8. Term

This agreement is established at the moment of its signature by the registrar. It will enter into force at the moment DNS Belgium receives the version signed by the registrar.

In principle the agreement is concluded for a period of one year. However, the first period will cover the period from the date of signing to 31 December of the year following the year in which the agreement was signed.

Afterwards the agreement is valid from 1 January to 31 December of every year. At the end of its term, the agreement shall be tacitly renewed every year for one year unless a party notifies the other party in writing no later than one and a half months before 31 December that it does not want to extend the agreement or wants to change the conditions of the agreement.

9 Termination of the agreement

9.1 Termination of DNS Belgium's registration authority

This agreement will terminate immediately if DNS Belgium is no longer authorized to manage the .be domain name zone for whatever reason. The registrar cannot hold DNS Belgium responsible for damage resulting from this termination, unless the termination is due to DNS Belgium's gross negligence or fraud.

DNS Belgium will immediately inform the registrar of any fact brought to its attention that may reasonably cause the termination of DNS Belgium's registration authority.

At the termination of its registration authority, DNS Belgium shall use its best efforts to:

- facilitate the continuation or the transfer of the existing contracts between DNS Belgium and the registrars at the termination date;
- obtain a notice period before the termination of its registration authority.

9.2 Breach of contract

If the registrar violates one of the stipulations of the agreement, DNS Belgium will summon the registrar in writing. If the registrar does not comply with the stipulations of the agreement within 14 days, DNS Belgium may terminate the agreement.

9.3 Bankruptcy or judicial organisation

This agreement will terminate immediately if the registrar goes bankrupt or applies for a judicial organisation for his company (pursuant to the Companies Continuity Act of 31 January 2009).

10 Consequences of termination

Even after termination, the registrar is obliged pay the fees that were due before termination.

DNS Belgium will transfer the domain names of the registrar whose agreement has been terminated to other registrars upon the request of that registrar or the person who is entitled to represent him. In such case DNS Belgium will charge the transfer fee that is mentioned in article 3.1.3 and will deduct the fee from the remainder of the flat fee that was paid in conformity with article 3.1.1 of this agreement. The possible remaining amount will be reimbursed to the registrar.

DNS Belgium may claim full compensation for the costs incurred, if they exceed the remainder of the flat fee.

11 Assignment of rights

The registrar may assign rights under this agreement to a third party if the registrar informs DNS Belgium in writing no later than one month before the assignment becomes effective. The old registrar and the assignee are jointly and severally liable for performing this agreement until the end of the agreement with DNS Belgium.

If the registrar's company number changes, he shall have to create a new registrar account and ask DNS Belgium to transfer all domain names and other elements linked with the current account to the new account. DNS Belgium shall not charge any costs for such transfer.

12 Guarantees

The registrar must indemnify DNS Belgium against any claim, in or out of court, from registrants or third parties regarding the products and services offered by the registrar or by DNS Belgium or regarding damages claimed from DNS Belgium, including claims for:

- Granting or not granting, renewing or not renewing the right of use to a registrant or a third party for a domain name, because for example, of an error regarding identity;
- Terminating DNS Belgium's registration authority of the .be domain name zone;
- Third parties claiming rights on a domain name;
- Technical defects or shortcomings.

13 Miscellaneous

13.1 Effect of this agreement on third parties

This agreement has only legal consequences for the signing parties and not for third parties. Therefore third parties cannot obtain any rights from this agreement, not with regard to the registrar, nor with regard to DNS Belgium.

13.2 Amendments

This agreement can only be amended with written consent of both parties. This does not apply to amendments to the registration, renewal and other fees which DNS Belgium may amend under this agreement.

13.3 Disputes

Only the Brussels courts have the jurisdiction to handle disputes under this agreement.

The Brussels courts will apply Belgian law.

13.4 Intellectual property

This agreement does not change the status of any intellectual property rights of the parties. The parties will remain owners of their own intellectual property rights.

13.5 Use of logos and name of DNS Belgium

The registrar has the right to use DNS Belgium's logo and name under the strict conditions published by DNS Belgium on its website.

13.6 Contact details and website of the registrar

The registrar must ensure that the contact details notified to DNS Belgium are and remain correct. The registrar is obliged to inform any changes to these contact details without delay and in writing to DNS Belgium. Contact details shall explicitly be understood to mean: address details, telephone and fax number, e-mail addresses, VAT number, legal form.

The registrar has the obligation to communicate to DNS Belgium the exact reference of the part of his website where referral is made to the domain name registration. DNS Belgium has the right to record this reference on its own website so that customers can contact the registrar directly. DNS Belgium also has the right to update this reference if it proves to be outdated. The registrar also needs to ensure that the contact details on his website are up-to-date and that he thus can be contacted by his customers during office hours.

13.7 Severability clause

If one or more provisions of this agreement appear to be invalid, unenforceable or illegal, the other provisions remain in full force. DNS Belgium and the registrar also agree to replace the invalid, unenforceable or illegal provision by a valid, enforceable and legal provision preserving the economic aims and maintaining the spirit of the provision so replaced.

13.8 Current contract version

This version of the contract shall replace all agreements concluded previously by and between DNS Belgium and the registrar.

13.9. Authorised signature

The undersigned expressly guarantees that he is duly vested with the authority to sign so as to commit his company or organisation lawfully by means of this agreement.

DNS Belgium shall in any event be able to rely on the fact that the mere signing of this agreement entails full consent with this document on the part of the registrar.

For DNS Belgium

For the registrar

Philip Du Bois
General Manager

(name + title)

Annex 1: Registration, renewal and other fees that apply on signing this agreement

Annex 2: Data Processing Annex

Annex 1 to the agreement between DNS Belgium and the registrar

1. The fee for the registration of a domain name is € 4.00 (excl. VAT).
This fee includes the right to use the domain name for a 1 year period after the registration.
2. The renewal fee for the right of use of a domain name is € 4.00 (excl. VAT).
3. The fee for the transfer of domain names by DNS Belgium at the registrar's request amounts to € 500.00 excl. VAT, per requested transaction in so far the portfolio to be transferred does not amount to more than 2,000 domain names. The fee amounts to € 1,000.00 excl. VAT for portfolios between 2,000 and 5,000 domain names and € 1,500.00 excl. VAT, for portfolios in excess of 5,000 domain names. This does not concern the transfer of a domain name at the holder's request but the (partial) take-over of a portfolio of domain names among registrars.
4. The fee for the re-activation of a domain name that was put in "QUARANTINE" status is € 10.00 (excl. VAT). Domain names in "QUARANTINE" status can be re-activated during a period of 40 days following their deletion by the registrar that had the domain under his management upon the time of the deletion.
5. The fee to transfer a domain name to another registrar amounts to € 4.00, excl. VAT. This fee is only charged insofar the transfer was successful. After transfer a new registration period of 1 year commences. There is no reimbursement for the remaining part of the original registration period which fell due because of the transfer.
6. The fee for the transfer of a domain name which was in "QUARANTINE" status before the transfer, amounts to € 40.00, excl. VAT. The successful processing of this type of transfer immediately results in the reactivation of the domain name.
7. The fee for locking a domain name through the activation of the Domain Guard service, amounts to € 80,00 VAT excl. per year. This fee includes 4 temporary deactivations of Domain Guard per year. Extra temporary deactivations during the same year will prompt an additional fee of € 80,00 VAT excl. (including 4 more temporary Domain Guard deactivations).
8. The activation and deactivation of the Domain Shield service is free of charge.
9. The turnover figure to be generated annually by the registrar shall amount to an equivalent of 250 paying domain name transactions. The term 'paying domain name transaction' refers to new registrations, renewals executed transfers and reactivations. Each of these transactions shall each time add 1 unit to the actual turn-over figure. In case of a takeover of an existing portfolio by the registrar, the equivalent in units of the total number of domain names that were taken over, will likewise be added to the actual turnover figure.
10. The costs for DNS Belgium for the interventions mentioned in Article 6 (correction of the registrant's data or deactivation of the transfer lock function) shall amount to €135, exclusive of VAT per file.

Annex 2 to the Agreement by and Between DNS Belgium and the Registrar: Data Processing Annex

WHEREAS:

The registrar has concluded a Registrar Agreement (hereinafter referred to as the Agreement) with DNS Belgium to be able to take part in the registration process of domain names ending with .be;

The registrar can process certain personal data in a processor capacity on behalf of DNS Belgium when registering, renewing, transferring or managing .be domain names;

The registrar and DNS Belgium wish to lay down provisions that shall apply if and to the extent that the registrar acts as a processor on behalf of DNS Belgium.

WHEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Interpretation

1.1 This Data Processing Annex shall be governed by the terms and conditions set out in the Agreement. Capitalized terms that are not defined in this Data Processing Annex shall acquire the meaning given in the Agreement, unless the context indicates otherwise.

1.2 In this Data Processing Annex, the following terms shall mean:

Data Processing Annex: the current data processing annex, including any appendices to this data processing annex;

Third country: as indicated in Article 8;

Services: the services that the registrar provides by virtue or in connection with this Agreement, namely the registration and management of domain names ending with .be in the name of the registrants but for the account of the registrar;

Data Protection Legislation: any law, prescriptive act, regulation, regulatory policy, ordinance or secondary legislation concerning the processing, privacy and use of Personal Data, to the extent that they apply to the registrar, DNS Belgium and/or the Services, inclusive of:

- The Personal Data Processing Act of 8 December 1992; and
- Once applicable, the Regulation 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 on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (**GDPR**) and every corresponding or similar national legislation or regulation in Belgium.

In any event, as in force and applicable, and as amended, supplemented or replaced from time to time.

Approved contractors: contractors including, but not limited to, resellers, who are approved by DNS Belgium in accordance with Article 7.2;

Agreement: the Registrar Agreement as indicated in Recital 1 of this Data Processing Annex;

Personal data: the personal data that the registrar or any Approved Subcontractors process in a processor capacity on behalf of DNS Belgium in connection with the provision of the Services; “**processing**” of personal data and “**personal data**” shall acquire the meaning given thereto in the Data Protection Legislation.

1.3 The Parties acknowledge and agree that this Data Processing Annex shall constitute an integral part of the Agreement. If there is a conflict or contradiction between:

- 1.3.1 A term from the main section of this Data Processing Annex;
- 1.3.2 A term from one of the appendices to this Data Processing Annex; and
- 1.3.3 A term from the Agreement and its annexes;

The term of the first category from the foregoing list shall take propriety over the category or categories thereunder.

2 Scope and purpose

2.1 The provisions of this Data Processing Annex shall apply only and to the extent that the registrar processes the Personal Data in a processor capacity on behalf of DNS Belgium.

3 Compliance with the data protection legislation

3.1 The registrar shall comply with its obligations under all applicable Data Protection Legislation at all times when processing Personal Data.

3.2 The registrar shall process Personal Data only:

- 3.2.1 In the way and for the purposes set out in Article 4; and
- 3.2.2 According to the instructions of DNS Belgium.

4 Nature and purpose of the processing and processing instructions

4.1 Personal Data shall be processed by the registrar in order to register, renew, transfer and manage .be domain names on the technical platform and network of DNS Belgium.

4.2 DNS Belgium shall hereby give:

- 4.2.1 Instructions to the registrar to take such measures as are reasonably necessary to process Personal Data on behalf of DNS Belgium; and
- 4.2.2 Consent to the registrar to give instructions to the Approved Subcontractors and on behalf of DNS Belgium which are equivalent to the instructions set out in Article 4.2.1.

5 Confidentiality and security

5.1 The registrar undertakes to treat all Personal Data confidentially. Unless required otherwise by DNS Belgium, the registrar shall not disclose any Personal Data to a third party other than:

5.1.1 Its own employees, Approved Subcontractors or employees of the Approved Subcontractors for whom such disclosure is reasonably necessary for the provision of the Services; or

5.1.2 Insofar as required by law, by any government body or other regulatory authority, or by a court or other competent body; and

On condition that the persons to whom Personal Data may be disclosed pursuant to Article 5.1.1. are bound by obligations of confidentiality which correspond with those imposed on the registrar by this Data Processing Annex or by the Agreement;

5.2 Taking into account the state of technology, the execution costs, as well as the nature, scope, context and purposes for processing Personal Data, the registrar shall take appropriate technical and organizational measures to prevent any accidental or unlawful destruction, loss, modification, unauthorised disclosure of or access to the Personal data.

6 Notification of a breach in connection with personal data

6.1 The registrar shall inform DNS Belgium by means of written notice as promptly as reasonably possible upon becoming cognizant of a security breach which accidentally or unlawfully leads to the destruction, loss, modification, unauthorized disclosure or access to the Personal Data processed by the registrar.

7 Subcontracting and subprocessing

7.1 The registrar may outsource all or part of the Personal Data Processing to subcontractors (including but not limited to resellers) provided the registrar and the subcontractor have concluded a written processing agreement which imposes obligations that correspond to those stipulated in this Data Processing Annex.

7.2 DNS Belgium shall hereby give its consent for the outsourcing of the Personal Data Processing pursuant to Article 7.1.

8 Transfers of personal data to third countries

8.1 The registrar may transfer Personal Data to a recipient in a country outside the European Economic area (such a country being referred to as a Third Country), provided that:

8.1.1 The EU Commission has taken an adequacy decision concerning that Third Country in accordance with the applicable Data Protection Legislation;

8.1.2 The transfer falls within the scope of the EU-US Privacy Shield programme; or

8.1.3 The recipient has concluded an agreement with DNS Belgium which contains model clauses approved by the EU Commission or by another competent governmental authority in accordance with the applicable Data Protection Legislation.

9 Audit

9.1 The registrar shall provide DNS Belgium with all information that the latter needs to verify that the registrar complies with its obligations under this Data Processing Annex. If DNS Belgium so requests, the registrar shall allow DNS Belgium or an inspector authorized by DNS Belgium to conduct an audit at the registrar to ascertain that the latter complies with its obligations under this Data Processing Annex.

9.2 The registrar shall inform DNS Belgium immediately if, in its opinion, an instruction results in a violation of the Data Protection Legislation.

10 Assistance in handling requests from data subjects

10.1 The registrar shall cooperate with DNS Belgium in:

10.1.1 The handling of requests from data subjects in exercising their rights; and

10.1.2 The performance of a data protection impact assessment in connection with the provision of the Services.

11 Term and termination

11.1 This Data Processing Annex shall enter into force on 25 May 2018 and shall remain in force as long as the registrar provides services under the Agreement.

12 Return/destruction of personal data

12.1 Within 30 (thirty) days after the expiry or termination of this Data Processing Annex, the registrar shall:

12.1.1 According to the choice of DNS Belgium:

- Return all personal data in the possession or under the control of the registrar as of the date of expiry or termination to DNS Belgium, in a common electronic form at the time; or
- Destroy or remove from the computer systems and files all personal data in the possession or under the control of the registrar as of the date of expiry or termination; and

12.1.2 Provide DNS Belgium with a list of Personal Data that the registrar is legally required to keep after the termination or expiry of this Data Processing Annex.