

Registrar Agreement

Version 6.3

Registrar Agreement

BETWEEN:

Organisation	DNS België vzw, Belgische Vereniging voor Internet Domeinnaamregistratie
Address	Engels Plein 35, 01.01 3000 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:

Definitions

Registrar: a company, organisation or freelancer who provides domain name registration services for the .be name space to its customers.

Registrant: a natural person or legal entity applying for the registration or renewal of a domain name under the .be name space.

Terms & Conditions: the version of the terms and conditions for .be domain name registrations currently in force.

Bulk transfer: the transfer of (part of) a portfolio of .be domain names from one registrar to another.

Transfer lock: a lock placed on a domain name by the registrar to prevent that the domain name can be transferred from one registrar to another.

Domain Guard: a registry lock on a domain name that prevents any kind of change (update, transfer, deletion) to be made to the domain name. The activation and deactivation of this lock requires assistance from DNS Belgium.

Domain Shield: a registrar lock on a domain name that prevents any kind of change (update, transfer, deletion) to be made to the domain name. The activation and deactivation of this lock requires assistance from the registrar who manages the domain name.

Whois information: relevant information regarding the contact details of the registrant or other administrative or technical contact persons and which can be consulted via the search module on the DNS Belgium website.

1 Object

1.1 Right of use

According to this agreement, DNS Belgium will grant a right to use any domain name (insofar as it meets the registration criteria of the Terms & Conditions) 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.

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 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. Once this agreement is signed, the registrar undertakes to communicate to DNS Belgium the prepayment amount (with an absolute minimum of € 2,500.00 (two thousand five hundred euros)) for the preparation of the initial advance invoice. The registrar is required to pay this advance invoice upon receipt and will only be allowed to enter paying transactions on DNS Belgium's technical systems once the payment of this initial advance invoice has been made.
2. The amount of the above invoice counts as a prepayment from which DNS Belgium will deduct 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 prepayment reaches zero, the registrar may no longer carry out any new paying transactions (registrations, transfers, etc.). To prevent this, the registrar has to maintain its initial level of prepayment by paying the invoices for the registration and renewal fees issued by DNS Belgium in accordance with article 3.2.
3. The registrar must pay the registration, renewal and other fees for the domain names it registers, renews, transfers or manages on behalf of the registrants. Annex 1 sets out the various fees applicable under this agreement.
4. The registrar can request DNS Belgium to transfer all or a part of its domain names to another registrar. For these bulk transfers DNS Belgium will charge a specific transfer fee. The bulk transfer fee is set out in Annex 1.
5. The registrar shall be required to achieve 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 reached.

6. 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. The advance invoice mentioned in Article 3.1.1 must be settled upon signing this agreement.
2. The registration, renewal and other fees must be paid according to the payment modalities indicated in DNS Belgium's invoices to the registrar.
Invoices are issued at the end of each month for the registration, renewal and other transactions (transfer, reactivation, Domain Guard) relating to domain names carried out during the past month. The registrar must take all steps to delete every domain name not renewed by their registrant, from the automatic registration system at the latest on the last working day of that month. 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. The bulk transfer fee must be paid according to payment modalities indicated by the specific invoice that DNS Belgium issues following the execution of the transfer of (part of) the portfolio.
4. Invoices must be paid within 30 days after their issuance date. Disputes regarding the invoices need to be notified in writing to DNS Belgium within this period of 30 days. In case of late payment, 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 issued against the registrar.

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 registrants. A reseller is not a person or company which only registers, renews or 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 it 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 and security requirements such as updating information about registrants while ensuring data confidentiality and integrity. DNS Belgium shall make a technical overview of the various procedures available to the registrars.

The registrar must have policies and procedures in place that allow to:

- collect accurate and complete domain name registration data for the purpose of identifying and/or contacting domain name holders and administrative and technical contacts;
- verify the above-mentioned data for accuracy and completeness;
- block the functionality of domain names if the above-mentioned data prove to be insufficiently accurate or complete;
- give notice of default to the domain name holder or its administrative or technical contacts in order to correct and/or complete the above-mentioned data;
- cancel domain names if the registrant or his administrative or technical contacts do not comply with the aforementioned notice.

Insofar as DNS Belgium has already developed its own policies and procedures to fulfil the obligations contained in article 164/3 of the Act of 13 June 2005 on electronic communications, the registrar may refer to these policies and procedures instead of developing its own. DNS Belgium will publish the policies and procedures it has developed in this context on its website.

If the registrar fails to comply with the procedures and technical and security requirements stipulated by DNS Belgium, the latter may decide to suspend the registrar temporarily by denying it 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 Information security policy and reporting obligations

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 must not endanger the stability of the technical platform.

The registrar commits 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 the registrar make these vulnerabilities public or disclose them to third parties. For our part, we at DNS Belgium guarantee a timely and adequate response to the reports that are submitted by the registrar.

The registrar applies all necessary and modern ('state of the art') cyber security and cyber hygiene techniques, at least (but not limited to) authentication and authorisation, encryption and system and

network security, in order to minimise the risk and impact of incidents that could compromise the authenticity, integrity, availability or confidentiality of our services. Ideally, the registrar also has a documented information security policy or is taking initiatives to develop one.

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.

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.

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. The registrar shall immediately replace them by the correct details when it 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 their 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 its own use. Registrars must, however, refrain from 'warehousing' practices. Warehousing is the registering of large numbers of domain names for the registrar's own benefit. Registering large numbers of domain names on behalf of a registrant 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 transfer lock function at the registrant's request. The registrar may set this as a default function for all domain names it manages provided that the registrant is able to deactivate this locking mechanism easily and autonomously. DNS Belgium reserves the right to pass on any costs it incurs for the deactivation of the transfer lock function to the defaulting registrar. The amount of these costs is indicated in Annex 1.

The registrar must allow registrants to transfer their domain names to the registrar of their choice. The registrar must cooperate with the registrant, the new registrar and DNS Belgium for the transfer procedure.

When a request is made to set up a bulk transfer, the registrar may not unreasonably refuse its cooperation in this regard nor reject the request without justification.

The registrar shall refrain from taking any actions to circumvent or prevent the implementation of the "Registrant Identity Verification" procedures established by DNS Belgium. The rules and functioning of these procedures are posted on www.dnsbelgium.be.

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.

DNS Belgium shall at no time unreasonably refuse the tacit renewal but reserves the right to inform registrars of its intention not to continue the agreement if they fail to meet the minimum quality criteria, have insufficient technical knowledge to deal with DNS Belgium's technical systems, do not meet predefined security requirements (including cyber security and cyber hygiene), repeatedly fail to pay invoices on time, or elicit an unreasonably high number of complaints from registrants and third parties (relative to the number of registered domain names).

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 wilful misconduct.

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.

DNS Belgium shall be entitled to suspend the performance of the agreement as soon as it becomes aware of a clear breach of the commitments undertaken by the registrar. In such a case, DNS Belgium will inform the registrar of the decision for temporary suspension and ask it to submit its arguments and any supporting documents within a period of 14 days so that they can be examined in detail by DNS Belgium with a view to revising or confirming the decision for temporary suspension.

As a result of the suspension, the registrar shall not be able to carry out any paying transactions (except for domain name renewals) on DNS Belgium's technical systems during this period.

If a breach is ascertained and is not adequately remedied by the registrar within the 14-day period, DNS Belgium shall be entitled to proceed to terminate the agreement as stipulated in the first paragraph of this article. In the case of minor infringements of the agreement or in situations where the registrar has a clear intention to remedy such infringements and/or avoid their recurrence, DNS Belgium shall refrain from terminating the agreement and decide to impose only a temporary suspension on the registrar.

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).

9.4 Consequences of termination

Even after termination, the registrar is obliged to 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 them. 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 prepayment 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 prepayment.

10 Cooperation in audits and compliance management

The registrar undertakes to provide all necessary cooperation in audits or similar 'compliance management' investigations of which DNS Belgium is the subject or which DNS Belgium itself organises as part of the verification of compliance with the contractual provisions relating to registrars. The registrar does not charge for the time spent on this cooperation. However, DNS Belgium will reimburse the costs resulting from special requests such as, for example, the delivery of specific certificates or the performance of specialised research.

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, it 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 and will consider the feasibility of updating the existing account of the registrar rather than a migration to a new account (depending on compliance with tax regulations).

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 courts of Leuven have the jurisdiction to handle disputes under this agreement.

The 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 to the extent that it is intended to inform users of the contractual cooperation by and between the registrar and DNS Belgium. The registrar is expressly prohibited from using the logo and the name of DNS Belgium in a way that impersonates DNS Belgium itself or tries to create such an impression and thereby causes confusion for users and other interested parties.

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 to DNS Belgium. Contact details shall explicitly be understood to mean: name, address details, telephone number, e-mail addresses, company or VAT number, legal form.

The registrar has the obligation to communicate to DNS Belgium the exact reference of the part of its 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 its website are up-to-date and that it can be contacted by its customers during office hours for technical and administrative support. The registrar shall be free to choose the means of providing such support (e.g. telephone helpdesk, call centre, e-mail, ticketing system, chat function, etc.) on condition that assistance is provided to customers within a reasonable timeframe.

The registrar will also communicate an 'abuse' contact address (e-mail address or specific URL) where third parties can report abuse in connection with a specific .be domain name. DNS Belgium will include this 'abuse' contact in the Whois information for .be domain names.

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 as of 1 January 2025

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 € 5.50 (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 € 5.50 (excl. VAT).
3. The bulk transfer fee 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 2,001 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 between 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 € 5.50, excl. VAT. This fee is only charged insofar as the transfer was successful. After the transfer a new registration period of 1 year commences. There is no reimbursement for the remaining part of the original registration period due to the transfer.
6. The fee for the transfer of a domain name in "QUARANTINE" status before the transfer, amounts to € 10.00, 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: means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, as applicable to the registrar, DNS Belgium and/or the Services, including:

- the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data; and
- 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 any corresponding or equivalent national laws or regulations in Belgium;

in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time;

Approved Subcontractors: 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 DNS Belgium and registrar acknowledge and agree that this Data Processing Annex shall constitute an integral part of the Agreement. If there is a conflict or inconsistency between:

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

The term falling into the category first appearing in the list above shall take precedence.

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 hereby gives:

- 4.2.1 Instructions to the registrar to take such measures as are reasonably necessary to process Personal Data on behalf of DNS Belgium in order to register, renew, transfer and manage .be domain names on the technical platform and network 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. Without limiting the generality of the foregoing, the registrar will (and will ensure that the Approved Subcontractors will) implement the security measures set out in Annex II and will keep these measures in place for the entire term of this Data Processing Annex.

6 Notification of a breach in connection with personal data

6.1 The registrar will provide DNS Belgium with written notice as promptly as reasonably possible upon becoming aware of any actual or potential breach of security that leads (or may lead) to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data (or any media or carrier containing the same) held by the registrar or Approved Subcontractors (such actual or potential breach is hereafter referred to as a “**Data Security Incident**”).

6.2 The registrar will (and will ensure that the Approved Subcontractors will) fully cooperate with DNS Belgium, at the registrar's costs and expenses, in handling the Data Security Incident.

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 hereby gives its consent for the outsourcing of the Personal Data processing pursuant to Article 7.1.

8 Transfers of personal data to third countries

Provisions applicable only if the registrar is established outside the European Economic Area

8.1 When processing Personal Data under or in connection with the Agreement, the registrar shall do so in accordance with:

8.1.1 all applicable Data Protection Legislation; and

8.1.2 the terms set out in Appendix 1 to this Data Processing Annex. For the purpose of this Appendix 1, references to “data importer” shall be deemed to be references to the registrar and references to “data exporter” shall be deemed to be references to DNS Belgium.

Provisions applicable only if the registrar is established in the European Economic Area

8.2 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:

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

8.2.2 The recipient participates in a valid cross-border transfer mechanism in respect of which the EU Commission has taken an adequacy decision in accordance with the applicable Data Protection Legislation, so that the registrar (and, where appropriate, DNS Belgium) can ensure that appropriate safeguards are in place to ensure an adequate level of data protection in respect of the transferred Personal Data; or

8.2.3 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 the date of entry into force of the Agreement and shall remain in force for as long as the registrar provides the 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.