



ACCREDITED REGISTRAR AGREEMENT

EURid vzw

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This Accredited Registrar Agreement (“Agreement”) is made by and between EURid vzw and (registrar name (“you”)) and defines the conditions for your acting as an accredited registrar for .eu domain names and its variants in other scripts, as well as the rights and obligations arising therefrom.

1 Definitions

‘Accreditation’ means the granting of the right and obligation to offer Registration Services as a result of successful completion of the Accreditation Process.

‘Accreditation Process’ means your application, our acceptance of your application and written confirmation of your Accreditation, your signature of this Agreement, your continued compliance with this Agreement and your payment of the applicable fees.

‘(Accredited) Registrar’ (or ‘you’) means the natural person or legal entity that is accredited by us to provide Registration Services to the Domain Name Holder, either directly or via its resellers, agents or sub-contractors in accordance with this Agreement.

‘Applicable Data Protection Law’ means Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (‘GDPR’), the applicable national data protection legislation, together with other related regulatory guidance resulting from such legislation, as updated from time to time.

‘Controller’ has the meaning given to it in the GDPR.

‘Domain Name’ means a domain name under the .eu Top Level Domain and its variants in other scripts (.eu and .eu).

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

‘Personal Data’ has the meaning given to it in the GDPR.

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

‘Processing’ has the meaning given to it in the GDPR.

‘Processor’ has the meaning given to it in the GDPR.

‘Registrant or ‘Domain Name Holder’ refers to the natural person or the legal entity represented by an authorised person acting on behalf of such legal entity, who has registered the Domain Name via a Registrar.

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

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

'Registry' (or **'we'** or **'us'**) means the not-for-profit association EURid vzw (RPR Brussel – VAT BE 0864.240.405, having its registered office at Telecomlaan 9, 1831 Diegem, Belgium), appointed by the European Commission as the registry manager of the .eu Top Level Domain and its variants in other scripts.

'Rules' means all (EU) legislation, regulations and rules applicable to domain names under the .eu and its variants in other scripts, the Terms and Conditions for .eu, .europa.eu and .europa.eu Domain Names, alternative dispute resolution (ADR) rules, Privacy Policy and other applicable policies, rules and/or regulations as published on the website of the Registry <https://eurid.eu/>.

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

'Speculative and abusive registration' means a Registration that is identical or confusingly similar to a name in respect of which a right is recognised or established by national and/or Community law and where it: (a) has been registered by its holder with no right or legitimate interest; or (b) has been registered or is being used in bad faith.

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

2 YOUR ROLE AS AN ACCREDITED REGISTRAR

2.1 Your Accreditation

By signing this Agreement or by continuing to offer Registration Services, you agree that you meet the following Accreditation criteria and will continue to meet these criteria through the term of this Agreement:

2.1.1. You provide official proof of business, such as and if applicable:

- official company name and legal form as stated in the commercial register
- company registration number
- address as stated in the commercial register
- name of authorised representative(s) (as published)
- VAT number
- most recent and up-to-date extract from the commercial register
- most recent (coordinated) articles of association

2.1.2. You certify that you are in good financial standing, by providing:

- full payment of the respective amount (pre-payment)
- financial accounts of previous fiscal year(s) (for existing legal entities only)
- assurance of commercial liability insurance

2.1.3. You have and maintain your operational website in at least one official language of the European Union, containing at least:

- your complete identification details (such as official company name, legal form, registration number, address, telephone, e-mail address and website)
- clear information on the services and pricing you offer
- a domain availability check or link to <https://whois.eurid.eu>.

2.1.4 You provide proper customer support to Registrants via telephone, e-mail, chat or otherwise in at least one of the official languages of the European Union as indicated on your website or other relevant business materials.

2.1.5. You warrant that you make our Rules available to Registrants and have them accept our Rules.

2.1.6. You have the technical competence to implement and support the domain name Registration Services in a professional manner.

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

2.1.8. You are an active registrar, i.e.

(i) you must have payable transactions of at least 500 EUR (five hundred Euros) per year. If this minimum amount of 500 EUR (five hundred Euros) is not reached, the remainder thereof will be invoiced pro rata (newly accredited registrars are exempt in the first year of accreditation); and
(ii) you must log in to the platform <https://registry.eu> at least once a year to verify that your contact details are still accurate and up to date. If they are not, you must inform us immediately to have them updated.

2.1.9. In case your application for Accreditation has been rejected, we observe a cool-down period of at least one (1) year before allowing your new application.

During the term of this Agreement, we have the right to verify at any time whether you still meet these criteria.

2.2 Your rights as an Accredited Registrar

2.2.1. As an Accredited Registrar you have the non-exclusive right to offer Registration Services to Registrants under the terms and conditions set forth in this Agreement. This Agreement gives you no right, power or authority to operate or manage the Registry.

2.2.2. Upon your Registration or renewal of the Domain Name, we will register and grant the Domain Name Holder the right to use such Domain Name. The right to use the Domain Name will only be granted if the Registration complies with the Rules.

2.2.3. As an Accredited Registrar you will be given an account on <https://registry.eu>, a registrar platform you may use in accordance with Section 5.2.

2.2.4. As an Accredited Registrar you may use the term 'EURid Accredited Registrar' and the accompanying logo solely during the term of this Agreement subject to our instructions and guidelines as published on <https://registry.eu>.

2.3 Your obligations as an Accredited Registrar

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

2.3.2 You will, at our first request and without any undue delay, provide us with written evidence demonstrating the Registrant's acceptance of and compliance with the Rules.

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

2.3.4 You will ensure that the registration data linked to a Domain Name submitted to us is accurate, complete and up to date at all times and that such data is the data of the Registrant and not your own data. The e-mail address submitted in the Registrant's contact information will be that of the Registrant only and not yours, unless you can demonstrate that the Registrant expressly requested otherwise.

2.3.5 You will inform each Registrant of all information that is relevant and/or that may influence the relationship between the Registrant and us in a timely manner. We reserve the right to contact the Registrant at any time to make sure they receive all relevant information.

2.3.6 You will ensure that the Domain Name Registration term, as contractually agreed with the Registrant, corresponds at all times to the authoritative Registration term shown in the registration database and the web-based WHOIS.

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

2.3.8 You will adopt adequate measures to avoid speculative and abusive Registrations.

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

2.3.10 If you engage any third party in your Domain Name Registration Services, you remain fully responsible for such third party and you must ensure that such third party at all times complies with the obligations set forth in this Agreement.

2.3.11 You will inform us upon any major change of legal structure or ownership of your organisation.

2.3.12 You will keep your contact details on your website and on our platform, accurate, complete and up to date, so that we can contact you at all times.

3 YOUR ROLE AS A PROCESSOR

We, as a Controller, hereby appoint you as a Processor with the task of Processing certain categories of Personal Data of Registrants. In this context, you will process such Personal Data solely for the purposes of carrying out the Registration Services on behalf of and in accordance with our instructions. To avoid any doubt, nothing in this Agreement prevents you from carrying out Necessary Registrar Processing in accordance with the Applicable Data Protection Law. More information on our respective roles and obligations is available on <https://registry.eu>.

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

- maintain a clear privacy policy, compliant with the Applicable Data Protection Law, and inform each Registrant thereof;
- inform each Registrant that the Personal Data necessary for the provision of Registration Services is disclosed to us acting as a Controller, and refer to our privacy policy on our website to inform the Registrant of how we process all Personal Data received;
- notify us within 48 hours of becoming aware of a Personal Data Breach, and assist us with data breach notifications in relation to the Personal Data collected for the Registration Services described in this Agreement, the performance of any data protection impact assessments, and prior consultations with supervisory authorities that we are obliged to undertake, taking into account the information available;
- notify and fully assist us promptly and without undue delay with requests from Registrants exercising their individual rights (such as the right of access, right to rectification, erasure, restriction of processing, the right to data portability or the right to object to the processing of their Personal Data), or any other request, complaint or communication relating to our obligations under the Applicable Data Protection Law;
- create and maintain documentation regarding your Processing activities on our behalf, the details of the Processor (you) and the Controller (us), the transfers of Personal Data if applicable, and a description of the technical and organisational measures you have adopted;
- fully cooperate and make available to us at our request all information necessary to demonstrate compliance with the Applicable Data Protection Law and obligations under this Agreement;
- implement necessary measures to protect Personal Data from unlawful or unauthorised Processing and necessary measures as required by Applicable Data Protection Law;
- keep Personal Data confidential except to your employees, agents and subcontractors, or other representatives who are engaged in the Processing of Personal Data and who:
 - have been informed of the confidential nature of Personal Data and the necessary security measures;
 - have received appropriate training in relation to Applicable Data Protection Law;
 - are subject to user authentication and log-on processes when accessing Personal Data; and are subject to contractual confidentiality and data protection obligations.

- limit access to the Personal Data only to those persons with a need to know to enable you to perform the Processing activities on our behalf.
- Upon request, provide us with a report for the past calendar year of: a) your Processing activities; b) your logs regarding access to Personal Data; and c) Personal Data Breaches.

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

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

4 FEES AND PAYMENT

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

You will pay the applicable fee for all payable transactions for each Domain Name on behalf of any Registrant. Such payable transactions include but are not limited to the Registration, renewal, term extension, reactivation, registry lock and (bulk) transfer of Domain Names and are listed on our website.

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

We issue monthly invoices and deduct all payable transactions due for each Domain Name from this amount. Domain Names that are not deleted before the expiry date will be renewed automatically and the corresponding fees will be automatically deducted from your account.

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

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

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

All fees and payments are in EUR; you will bear any and all risks associated with the exchange or fluctuation of currency associated with the Registration Services.

5 TECHNICAL PROVISIONS

5.1 The Registration procedure

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

We reserve the right to amend the Registration procedure at any time by informing you via e-mail no later than thirty (30) days before the amended Registration procedure becomes effective, unless regulatory changes, technical stability or security requirements or urgent interventions require otherwise. At the same time, we will provide you with any technical information required for your proper implementation thereof.

5.2 Access to and use of our systems

You will access and use our systems in good faith and in a manner that complies, both functionally and technically, with our user manuals published on <https://registry.eu> or made available to you by any other means. You will not overload our network or hinder us from providing our services. You will not act in any way that might threaten the stability of our systems or the Internet.

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

6 TRANSFER

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

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

7 TERM AND TERMINATION

This Agreement is effective as of the successful completion of your Accreditation Process or as of 13 October 2022, whichever is later, and is concluded for a term of one (1) year.

At the end of this initial one (1) year term, this Agreement will be automatically extended for consecutive one (1) year terms, unless either party notifies the other party in writing that it does not want to extend this Agreement with three (3) months' notice, or unless terminated as set forth below.

7.1 Termination of our mandate

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

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

7.2 Breach of contract

If you are in breach of any terms of this Agreement, we will notify you via e-mail and/or via a registered letter urging you to cease such a breach.

If such breach is not remedied within the period granted by us, we reserve the right to suspend or terminate the Agreement or impose a less severe sanction without further notice and without any compensation due.

7.3 Immediate termination

This Agreement may be terminated immediately by us upon the occurrence of any of the following events:

- If there is an immediate threat to our business operations as a result of your actions or omissions;
- If the security or proper performance of our systems are jeopardised as a result of your actions or omissions.

7.4 Bankruptcy or winding up

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

8 CONSEQUENCES OF TERMINATION

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

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

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

9 ASSIGNMENT OF RIGHTS AND SUB-PROCESSING ACTIVITIES

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

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

10 INDEMNIFICATION

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

11 LIMITATION OF LIABILITY

In any event, our liability for damages is limited to the amount of the Registration fee that applies at the time the dispute is raised with us. You agree that no greater or other damages may be claimed from us.

12 MISCELLANEOUS

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

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

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

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